

**September 26-29, 2024 | Sheraton Boston Hotel**



09/28/2024

**So You Think You Know Personal Lines Coverage**


2:30 PM - 3:30 PM

Irene Morrill

1 CEU

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**Game time ....**  
**So you think you know**  
**Personal lines...**




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With special thanks to the Insurance Services Office, Inc. and the Automobile Insurers Bureau for advance information, continued support, and permission to use their forms and information.



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Which of the following would be included in the definition of “insured” found in the ISO Homeowners policy? (consider all HO editions)

- a. Your 32 yr. old daughter who lives with you
- b. The 25 year old Irish foreign exchange student staying with you this semester
- c. The pet walker you pay to walk your Rottweiler. Your dog bit another dog while being walked.
- d. Your best friend who is taking care of your dog while you are away. It bites someone in her care.
- e. Your 25 year old son who is a resident student at UCLA finishing up his PhD



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### HO-91

3. "Insured" means you and residents of your household who are:

- a. Your relatives; or
- b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:
  - (1) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.

“a” is an insured ...resident relatives are insureds – no age limit

“b” is not an insured because if you are not a “related” resident then you must be under 21

“c” is not an insured because we don’t consider someone working in the business of animals to be an insured ...even though they have your animal with your permission ... they are not

“d” is an insured because someone caring for your animals who is not in the “business” is an insured under your policy

“e” is an insured because he is still a resident relative even though away at school

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**HO-2000**

5. "Insured" means:

- a. You and residents of your household who are:
  - (1) Your relatives; or
  - (2) Other persons under the age of 21 and in the care of any person named above;
- b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or
  - (2) 21 and in your care or the care of a person described in a.(1) above; or
- c. Under Section II:
  - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
  - (2) With respect to a "motor vehicle" to which this policy applies:
    - (a) Persons while engaged in your employ or that of any person included in a. or b. above; or
    - (b) Other persons using the vehicle on an "insured location" with your consent.


**"a" is an insured ...resident relatives are insureds – no age limit**

**"b" is not an insured because if your are not a "related" resident then you must be under 21**

**"c" is not an insured because we don't consider someone working in the business of animals to be an insured ...even though they are have control of your dog with your permission**

**"d" is an insured because someone caring for your animals who is not in the "business" is an insured under your policy**

**"e" is NOT an insured because students away at school must be under 24 – need endorsement**



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**HO-2011/2022 (def 9)**

5. "Insured" means:

- a. You and residents of your household who are:
  - (1) Your relatives; or
  - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
- b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or
  - (2) 21 and in your care or the care of a resident of your household who is your relative; or
- c. Under Section II:
  - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in 5.a. or b. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
  - (2) With respect to a "motor vehicle" to which this policy applies:
    - (a) Persons while engaged in your employ or that of any person described in 5.a. or b.; or
    - (b) Other persons using the vehicle on an "insured location" with your consent.


**"a" is an insured ...resident relatives are insureds – no age limit**

**"b" is not an insured because if your are not a "related" resident then you must be under 21**

**"c" is not an insured because we don't consider someone working in the business of animals even though they have control with your permission**

**"d" is an insured because someone caring for your animals who is not in the "business" is an insured under your policy**

**"e" is NOT an insured because students away at school must be under 24 – need endorsement**



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- Which of the following could be considered an “insured location” under the Homeowners policy?**
- a. The horse stall that you rent to board your horse**
  - b. The cottage your resident son rents while away on a vacation**
  - c. The function room that your resident daughter rents to hold her wedding reception**
  - d. The lot of land that you own in Mexico which is fenced in to keep out intruders.**
  - e. Your insureds’ foreclosed home. They have moved out**

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**HO-91/HO-2000/HO-2011/2022**

**6. “Insured location” means:**

- a. The “residence premises”;**
- b. The part of other premises, other structures and grounds used by you as a residence; and**
  - (1) Which is shown in the Declarations; or**
  - (2) Which is acquired by you during the policy period for your use as a residence;**
- c. Any premises used by you in connection with a premises described in a. and b. above;**
- d. Any part of a premises:**
  - (1) Not owned by an “insured”;** and
  - (2) Where an “insured” is temporarily residing;**
- e. Vacant land, other than farm land, owned by or rented to an “insured”;**
- f. Land owned by or rented to an “insured” on which a one, two, three or four family dwelling is being built as a residence for an “insured”;**
- g. Individual or family cemetery plots or burial vaults of an “insured”;** or
- h. Any part of a premises occasionally rented to an “insured” for other than “business” use.**

**“a” could be considered an “insured location ... by “6c”... premises used by you in connection with your residence (no room for boarding horses) or “6h” any part of a premises occasionally rented to an “insured” for other than business use ...**

**“b” could be an insured location per “6d” any part of a premises not owned by an “insured” where an “insured” is temporarily residing**

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**HO-91/HO-2000/HO-2011**


6. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
  - (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in a. and b. above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

**"c" could be an "insured location" per "6h" ..part of a premises occasionally rented for non-business purpose**

**"d" is NOT an insured location .. "6e" not apply – not vacant if it has a fence, you own it, you don't use it as a residence**

**"e" is not an insured location as it is no longer a "residence premises"**




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**The horse stall or beach rights ...or any time you want to use – premises used in connection ...you**

**c. Any premises used by you in connection with a premises in 4.a. and 4.b. above;**

**Could have a problem with "distance" ... EVEN though the policy does NOT state any such limitation**



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**Residence premises...can be a problem  
for anyone who has moved out of their  
house or ...never or no longer lives in it**

**HO-91**

**HO-2000/2011/2022**

"Residence premises" means:

- a. The one family dwelling, other structures, and grounds; or
- b. That part of any other building; where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

11. "Residence premises" means:

- a. The one-family dwelling where you reside;
- b. The two- ~~three-~~ or four-family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.



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**In the Homeowners policy under Coverage C,  
which of the following vehicles would be covered?**

- a. Owned golf carts
- b. Your riding lawnmower
- c. The motorized toy motorcycle that you purchased for your 4-year-old son
- d. Your resident grandfather's electric wheelchair
- e. Owned snowmobile or ATV



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**HO-91**

**Property Not Covered. We do not cover:**

3. Motor vehicles or all other motorized land conveyances. This includes:

- a. Their equipment and accessories; or
- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
  - (1) Accessories or antennas; or
  - (2) Tapes, wires, records, discs or other media; for use with any electronic apparatus.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.


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

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

**"a" golf carts are not covered under Cov. C as they are motor vehicles and not used to service insured's residence or assist handicapped**

**"b" IS covered as long as it is used to service an insured's residence ...it can be used for other things (other than business)**

**"c" is a "maybe". If the company doesn't consider it a motorized land conveyance then battery operated toys are covered**



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**HO-91**

**Property Not Covered. We do not cover:**

3. Motor vehicles or all other motorized land conveyances. This includes:

- a. Their equipment and accessories; or
- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
  - (1) Accessories or antennas; or
  - (2) Tapes, wires, records, discs or other media; for use with any electronic apparatus.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.


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

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

**"d" is covered as it is an exception to the motor vehicle exclusion ...motorized conveyance DESIGNED to assist the handicapped**

**"e" is NOT covered as it is a motorized land conveyance and not one of the exceptions**

**HO policy doesn't "do" recreational vehicles under Coverage C**



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**HO-2000**

**4. Property Not Covered**  
We do not cover:

**c. "Motor vehicles":**

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:


- (a) Used **solely** to service **an** insured's residence; or
- (b) Designed to assist the handicapped;

7. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

**"a" golf carts are not covered under Cov C as they are "motor vehicles" and do not fit exception to exclusion**

**"b" is covered...PROBABLY ... since there is an exception for motorized conveyances used to service and insured's residence ... HOWEVER the HO-2000 adds in the word "solely" ...so you can't do anything else with that lawnmower other than your residence**



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**HO-2000**

**4. Property Not Covered**  
We do not cover:

**c. "Motor vehicles":**

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service an insured's residence; or
- (b) Designed to assist the handicapped;


7. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

**"c" is probably NOT covered ... battery operate IS "self-propelled" so it IS a "motor vehicle" and exception does NOT apply**

**"d" is covered as it is an exception to the motor vehicle exclusion ... motorized conveyance DESIGNED to assist the handicapped**

**"e" is NOT covered as it is a "motor vehicle" and is NOT part of the exception to the exclusion – HO policy doesn't "do" recreational vehicle**



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**HO-2011**

**4. Property Not Covered**  
We do not cover:

**c. "Motor vehicles":**  
This includes a "motor vehicle's" equipment and parts. However, this Paragraph 4.c. does not apply to:

(1) Portable electronic equipment that:


- (a) Reproduces, receives or transmits audio, visual or data signals; and
- (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

(2) "Motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service a residence; or
- (b) Designed to assist the handicapped;

**7. "Motor vehicle" means:**

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.



**“a” golf carts are not covered under Cov C as they are “motor vehicles” and do not fit exception to exclusion**

**“b” is covered...PROBABLY ... since there is an exception for motorized conveyances used to service and insured’s residence ... BROADER than the HO-2000... “solely” still there but now can service “A” residence not just an “insureds”**

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**HO-2011**

**4. Property Not Covered**  
We do not cover:

**c. "Motor vehicles":**  
This includes a "motor vehicle's" equipment and parts. However, this Paragraph 4.c. does not apply to:

(1) Portable electronic equipment that:


- (a) Reproduces, receives or transmits audio, visual or data signals; and
- (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

(2) "Motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service a residence; or
- (b) Designed to assist the handicapped;

**7. "Motor vehicle" means:**

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.



**“c” is probably NOT covered ... battery operate IS “self-propelled” so it IS a “motor vehicle” and exception does NOT apply**

**“d” is covered as it is an exception to the motor vehicle exclusion ... motorized conveyance DESIGNED to assist the handicapped**

**“e” is NOT covered as it is a “motor vehicle” and is NOT part of the exception to the exclusion – HO policy doesn’t “do” recreational vehicle**

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**HO-2022**

**4. Property Not Covered**  
We do not cover:

**“a” golf carts are not covered under Cov C as they are “motor vehicles” and do not fit exception to exclusion**

**c. "Motor vehicles".**  
This includes a "motor vehicle's" equipment, and parts, that are in or upon the "motor vehicle". However, this Paragraph 4.c. does not apply to:

(1) Portable electronic equipment that:

- (a) Reproduces, receives or transmits audio, visual or data signals; and
- (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.


(2) "Motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service a residence; or
- (b) Designed to assist the handicapped;

**b” is covered...PROBABLY ... since there is an exception for motorized conveyances used to service and insured’s residence ... BROADER than the HO-2000... “solely” still there but now can service “A” residence not just an “insureds”**

**711. "Motor vehicle" means:**

- a. A ~~land or amphibious vehicle that is self-propelled land or amphibious vehicle~~ or capable of being self-propelled; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in 11.a. above.



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**HO-2022**

**4. Property Not Covered**  
We do not cover:

**“c” is probably NOT covered ... battery operate IS “self-propelled” so it IS a “motor vehicle” and exception does NOT apply**

**c. "Motor vehicles".**  
This includes a "motor vehicle's" equipment, and parts, that are in or upon the "motor vehicle". However, this Paragraph 4.c. does not apply to:

(1) Portable electronic equipment that:

- (a) Reproduces, receives or transmits audio, visual or data signals; and
- (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

(2) "Motor vehicles" not required to be registered for use on public roads or property which are:


- (a) Used solely to service a residence; or
- (b) Designed to assist the handicapped;

**“d” is covered as it is an exception to the motor vehicle exclusion ... motorized conveyance DESIGNED to assist the handicapped**

**“e” is NOT covered as it is a “motor vehicle” and is NOT part of the exception to the exclusion – HO policy doesn’t “do” recreational vehicle**

**711. "Motor vehicle" means:**

- a. A ~~land or amphibious vehicle that is self-propelled land or amphibious vehicle~~ or capable of being self-propelled; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in 11.a. above.



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**Which of the following about Homeowners Coverage C are false?**



- a. Coverage C only covers property that is owned by you or a family member**
- b. Personal Property is covered while you are on vacation in Japan**
- c. Certain types of contents have limitations of value paid out at the time of loss**
- d. Property in storage is limited in coverage to 10% of the Coverage C limit**
- e. Entire value of Cov C available at a 2<sup>nd</sup> home**

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<b>HO-91</b>	
<p><b>COVERAGE C – Personal Property</b></p> <p>We cover personal property owned or used by an "insured" while it is <u>anywhere in the world</u>. At your request, we will cover personal property owned by:</p> <ol style="list-style-type: none"> <li>Others while the property is on the part of the "residence premises" occupied by an "insured";</li> <li>A guest or a "residence employee," while the property is in any residence occupied by an "insured."</li> </ol> <p>Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.</p> <p><b>Special Limits of Liability.</b> These limits do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.</p>	<p><b>"a" is false</b> because Coverage C applies to personal property owned <b>OR USED</b> by an "insured"</p> <p><b>"b" is true</b> because Cov C applies "anywhere in the world"</p> <p><b>"c" is true</b> because there are certain categories of personal property that are subject to various "sub-limits" of value</p>

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**HO-91**


**COVERAGE C – Personal Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property owned by:

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

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

**Special Limits of Liability.** These limits do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.



**“d” is false** because the 10% limitation on Cov C ONLY applies to personal property usually located at an insured’s RESIDENCE ...not in a storage unit

**“e” is false** because Coverage C IS limited to 10% located in a secondary residence

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**HO-2000**

**C. Coverage C – Personal Property**

**1. Covered Property**

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

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".


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

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

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

**3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.



**“a” is false** because Coverage C applies to personal property owned OR USED by an “insured”

**“b” is true** because Cov C applies “anywhere in the world”

**“c” is true** because there are certain categories of personal property that are subject to various “sub-limits” of value

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**HO-2000**

**C. Coverage C – Personal Property**

**1. Covered Property**  
 We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".


**2. Limit For Property At Other Residences**  
 Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

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

**3. Special Limits Of Liability**  
 The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

**"d" is false** because the 10% limitation on Cov C ONLY applies to personal property usually located at an insured's RESIDENCE ...not in a storage unit

**"e" is false** because Coverage C IS limited to 10% located in a secondary residence



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**HO-2011/2022**

**C. Coverage C – Personal Property**

**1. Covered Property**  
 We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Locations**

**a. Other Residences**  
 Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) 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.

**b. Self-storage Facilities**  
 Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:


- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises".

**3. Special Limits Of Liability**  
 The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

**"a" is false** because Coverage C applies to personal property owned OR USED by an "insured"

**"b" is true** because Cov C applies "anywhere in the world"

**"c" is true** because there are certain categories of personal property that are subject to various "sub-limits" of value



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**HO-2011/2022**

**C. Coverage C – Personal Property**

**1. Covered Property**  
We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Locations**

**a. Other Residences**  
Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:


- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt, and
  - (b) 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.

**b. Self-storage Facilities**  
Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt, and
  - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises"

**“d” is true. HO-201/2022 has another overall 10% limit for personal property in self storage facilities**


**“e” is false because Coverage C IS limited to 10% located in a secondary residence**



27

**Which statement regarding Coverage B-Other Structures is not true?**

- a. The structure must be separated by "clear space" from the dwelling
- b. Coverage must be increased by endorsement
- c. Any type of business use of the Other Structure is allowed
- d. Other structures must be on the "residence premises"
- e. Storing your non-flammable business property in detached garage is allowed



28

**HO-91****COVERAGE B – Other Structures**

We cover other structures on the "residence premises" **set apart from the dwelling by clear space**. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. Used in whole or in part for "business"; or
2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

**“a” is true – Coverage B applies to structures separate from the Dwelling by “clear space”. If attached to dwelling then part of Coverage A limit**

**“b” is true – because you only get 10% of the Dwelling Coverage A limit for free. If you want more you need HO 04 48 Other Structures on the Residence Premises Increased limits**



29

**HO-91****COVERAGE B – Other Structures**

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. Used in whole or in part for "business"; or
2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

**“c” is FALSE – business use of an other structure is NOT ALLOWED**

**“d” is true for Coverage B to apply the other structure MUST be ON the “residence premises”**

**“e” is FALSE– HO-91 does not allow ANY business activity or storage ... Other than rental as a GARAGE**



30



**HO-2000/HO-2011/2022****B. Coverage B – Other Structures**

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures from which any "business" is conducted; or
  - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

**“a” is true – Coverage B applies to structures separate from the Dwelling by “clear space”. If attached to dwelling then part of Coverage A limit**

**“b” is true – because you only get 10% of the Dwelling Coverage A limit for free. If you want more you need HO 04 48 Other Structures on the Residence Premises Increased limits**



31

**HO-2000/HO-2011/2022****B. Coverage B – Other Structures**

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures from which any "business" is conducted; or
  - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

**“c” is FALSE – business use of an other structure is NOT ALLOWED**

**“d” is true for Coverage B to apply the other structure MUST be ON the “residence premises”**

**“e” is true – HO-2000/2011 allow if an insured owns it and non-flammable**



32

Which of the following statements about the additional coverage Debris Removal is False?

- a. There is an endorsement to increase coverage
- b. Pays \$1000 to remove your tree from your premises felled by windstorm or hail and which struck and damaged your fence
- c. Coverage is included within the limit of insurance – plus an additional 5% of each coverage limit if necessary
- d. Only covers debris removal of covered property if a Peril insured against causes loss
- e. Coverage does not apply when your neighbor's tree is felled by windstorm and damages your garage

33

**ADDITIONAL COVERAGES HO-91**

1. **Debris Removal.** We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged 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 liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:


- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

**a" is false – there is NO ISO endorsement to increase debris removal coverage for the homeowners policy**


**b" is false – under the HO-91 the OVERALL limit is only \$500**

**c" is true – debris removal expenses should be paid within the limit of the applicable damaged property but if that is not sufficient an additional 5% of that limit would be provided**




34

<p><b>ADDITIONAL COVERAGES HO-91</b></p> <p>1. <b>Debris Removal.</b> We will pay your reasonable expense for the removal of:</p> <p>a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or</p> <p>b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.</p> <p>This expense is included in the limit of liability that applies to the damaged 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 liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.</p> <p>We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:</p> <p>a. Your tree(s) felled by the peril of Windstorm or Hail;</p> <p>b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or</p> <p>c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;</p> <p>provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.</p>	<p><b>"d" is true – debris removal is only covered if it is due to a COVERED loss situation</b></p> <p><b>e" is false – coverage does apply when neighbor's tree felled by Cov C peril damaging structure</b></p> <p><b>HO-91 only kick in when tree damages a structure ...no blocking driveway or ramp</b></p>
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35

<p><b>1. Debris Removal HO-2000/2011</b></p> <p>a. We will pay your reasonable expense for the removal of:</p> <p>(1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or</p> <p>(2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.</p> <p>This expense is included in the limit of liability that applies to the damaged 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 liability for the damaged property, an additional 5% of</p> <p>b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:</p> <p>(1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or</p> <p>(2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C; provided the tree(s):</p> <p>(3) Damage(s) a covered structure; or</p> <p>(4) Does not damage a covered structure, but:</p> <p>(a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or</p> <p>(b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.</p>	<p><b>"a" is false – there is NO ISO endorsement to increase debris removal coverage for the homeowners policy</b></p> <p><b>"b" is false – under the HO-2000/2011 the OVERALL limit is \$1000 but there is a sub-limit of only \$500 per tree</b></p> <p><b>"c" is true – debris removal expenses should be paid within the limit of the applicable damaged property but if that is not sufficient an additional 5% of that limit would be provided</b></p> <p>The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.</p> <p>This coverage is additional insurance.</p>
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**HO-2000/2011**

**I. Debris Removal**

a. We will pay your reasonable expense for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged 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 liability for the damaged property, an additional 5% of

b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:


- (1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s)

- (3) Damage(s) a covered structure; or
- (4) Does not damage a covered structure, but:
  - (a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
  - (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.



**"d" is true – debris removal is only covered if it is due to a COVERED loss situation**

**"e" is false – coverage does apply when neighbor's tree felled by Cov C peril damaging structure**

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**HO-2022**

**E. Additional Coverages**

**1. Debris Removal**

a. We will pay your reasonable expense for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged 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 liability for the damaged property, an additional 5% of that limit is available for such expense.

b. We will also pay your reasonable expense, up to \$3,000, for the removal from the "residence premises" of:


- (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against under Coverage C;

provided the trees:

- (3) Damage a covered structure; or
- (4) Do not damage a covered structure, but:
  - (a) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
  - (b) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$3,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$1,500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.



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**HO-2022**

**“a” is false** – there is NO ISO endorsement to increase debris removal coverage for the homeowners policy

**“b” is true** – under the HO-2022 the OVERALL limit is increased to \$3000 but there is a sub-limit of \$1500 per tree – so \$1000 can be paid

**“c” is true** – debris removal expenses should be paid within the limit of the applicable damaged property but if that is not sufficient there is still just an additional 5% of that limit would be provided



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**HO-2022**

**“d” is true** – debris removal is only covered if it is due to a COVERED loss situation

**“e” is false** – coverage does apply when neighbor’s tree felled by Cov C peril damaging structure



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In an unendorsed HO-3 policy which of the following losses to contents would be covered?

- a. Gas furnace explosion causes damage to household contents
- b. Power surge shorted out the brand new electronic circuitry in the TV and CD player and they are not repairable
- c. Camper trailer is stolen from your campsite at Lake Wobegone
- d. Fireplace malfunctioned causing smoke damage to furniture
- e. Vandalism loss to pool water is covered

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<p><b>COVERAGE C – PERSONAL PROPERTY</b> We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I – EXCLUSIONS.</p>	<p><b>“a” is covered as “explosion” is a named peril</b></p>
<p><b>3. Explosion</b></p> <p><b>7. Smoke</b>, meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.</p>	<p><b>“b” is not covered ...power surge IS a covered peril ...language not as bad as HO-2000/HO-2011</b></p>
<p><b>9. Theft</b></p> <p>This peril does not include loss caused by theft that occurs off the “residence premises” of:</p> <ol style="list-style-type: none"> <li>a. Property while at any other residence owned by, rented to, or occupied by an “insured,” except while an “insured” is temporarily living there. Property of a student who is an “insured” is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;</li> <li>b. Watercraft, and their furnishings, equipment and outboard engines or motors; or</li> <li>c. Trailers and campers.</li> </ol>	<p><b>“c” is not covered because theft is limited in certain “off premises” situations ...and a trailer stolen from off the “residence premises” is NOT covered</b></p> <p><b>“d” is covered because smoke is covered</b></p>
<p><b>15. Sudden and accidental damage from artificially generated electrical current.</b> This peril does not include loss to a tube, transistor or similar electronic component.</p>	<p><b>“e” IS covered under the HO-91 because water is NOT excluded as in HO-2000/2011</b></p> <p style="text-align: right;"><b>HO-91</b></p>

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**B. Coverage C – Personal Property**  
 We insure for direct physical loss to the property described in Coverage C caused by any of the following perils unless the loss is excluded in Section I – Exclusions.


**3. Explosion**

**“a” is covered as “explosion” is a named peril**

**“b” is not covered ...power surge IS a covered peril ... but it excludes damage to electronic components ...etc**

**15. Sudden And Accidental Damage From Artificially Generated Electrical Current**  
 This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

**HO-2000/2011/2022**



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**B. Coverage C – Personal Property**  
 We insure for direct physical loss to the property described in Coverage C caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

**7. Smoke**  
 This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.  
 This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

**9. Theft**  
 b. This peril does not include loss caused by theft:  
 (4) That occurs off the “residence premises” of:  
 (a) Trailers, semitrailers and campers;  
 (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or  
 (c) Property while at any other residence owned by, rented to, or occupied by an “insured”, except while an “insured” is temporarily living there. Property of an “insured” who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.


**4. Property Not Covered**  
 We do not cover:  
 k. Water or steam.

**“c” is not covered because theft is limited in certain “off premises” situations ...and a trailer stolen from off the “residence premises” is NOT covered**

**“d” is covered because smoke is covered**

**“e” excluded as water is NOT covered property**

**HO-2000/2011/2022**




44

Which of the following would NOT be covered under both Personal Liability and Medical Payments in the ISO HO policy?

- a. You are playing basketball and accidentally hit someone in the face
- b. You care for children for a living. A child is hurt while in your care
- c. You tweet or post “nasty” things about the teacher who flunked your child
- d. Your 20ft skiff powered by a 25hp outboard motor hits the dock
- e. You are sued for serving alcohol to a guest ...who drove away and caused an accident

45

<p><b>COVERAGE E – Personal Liability</b></p> <p>If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:</p> <ol style="list-style-type: none"> <li>1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and</li> </ol>	<p><b>HO-91</b></p> <p><b>“a” is covered ...personal activity ...</b></p> <p><b>Not excluded</b></p>
<p><b>COVERAGE F – Medical Payments To Others</b></p> <p>We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:</p> <ol style="list-style-type: none"> <li>1. To a person on the "insured location" with the permission of an "insured"; or</li> <li>2. To a person off the "insured location," if the "bodily injury":             <ol style="list-style-type: none"> <li>a. Arises out of a condition on the "insured location" or the ways immediately adjoining;</li> <li>b. Is caused by the activities of an "insured";</li> <li>c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or</li> <li>d. Is caused by an animal owned by or in the care of an "insured."</li> </ol> </li> </ol>	

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**HO-91**


SECTION II – EXCLUSIONS

1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to "bodily injury" or "property damage":

a. Which is expected or intended by the "insured";

b. Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

**“b” is NOT covered ...  
business activity  
excluded**



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**HO-91**

**COVERAGE E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:


1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and

HOMEOWNERS  
HO 24 82 04 91

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY

**“c” is NOT covered as HO policy only provides  
BI/PD ...  
need endorsement for Personal Injury liability  
coverage HO 24 82**



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**HO-91**

**1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

**g.** Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;

This exclusion does not apply to watercraft:

(1) That are not sailing vessels and are powered by:

(a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";


(b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";

(c) One or more outboard engines or motors with 25 total horsepower or less;

(d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";

(e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:

**“d” is Covered ...  
as outboards  
owned 25  
horsepower or less  
are covered**



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**HO-91**

**1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

**f.** Arising out of:


(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other ~~motorized land conveyances~~ including trailers, owned or operated by or rented or loaned to an "insured";

(2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

**“e” is covered as there is no  
exclusion for a motor vehicle  
that an insured does not  
own/borrow/use/operate/rent**

**And  
there is no liquor exclusion**



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**HO-2000/ 2011/2022****SECTION II – LIABILITY COVERAGES****A. Coverage E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include pre-judgment interest awarded against an "insured"; and

**B. Coverage F – Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only.

**"a" is covered ...personal activity ...  
Not excluded**



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**HO-2000/2011****E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Coverages **E** and **F** do not apply to the following:

**2. "Business"**

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

**"b" is NOT covered ...  
business activity ...  
excluded**



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**HO-2022**

**E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**  
 Coverages E and F do not apply to the following:

**“b” is still NOT covered ... business activity ... excluded**

**2. Business**

a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business".

b. With respect to other than "home-sharing host activities", this Exclusion E.2. does not apply to:

(1) The rental or holding for rental of an "insured location";


(a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

**HO-2022 reinforces that “home-sharing host activities” are not covered**



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**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and


**HO-2000/2011/2022**

HOMEOWNERS  
HO 24 82 04 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PERSONAL INJURY**

**“c” is NOT covered as HO policy only provides BI/PD ...need endorsement for Personal Injury liability coverage HO 24 82**



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**HO-2000/2011/2022**

**SECTION II – EXCLUSIONS**

**B. "Watercraft Liability"**

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

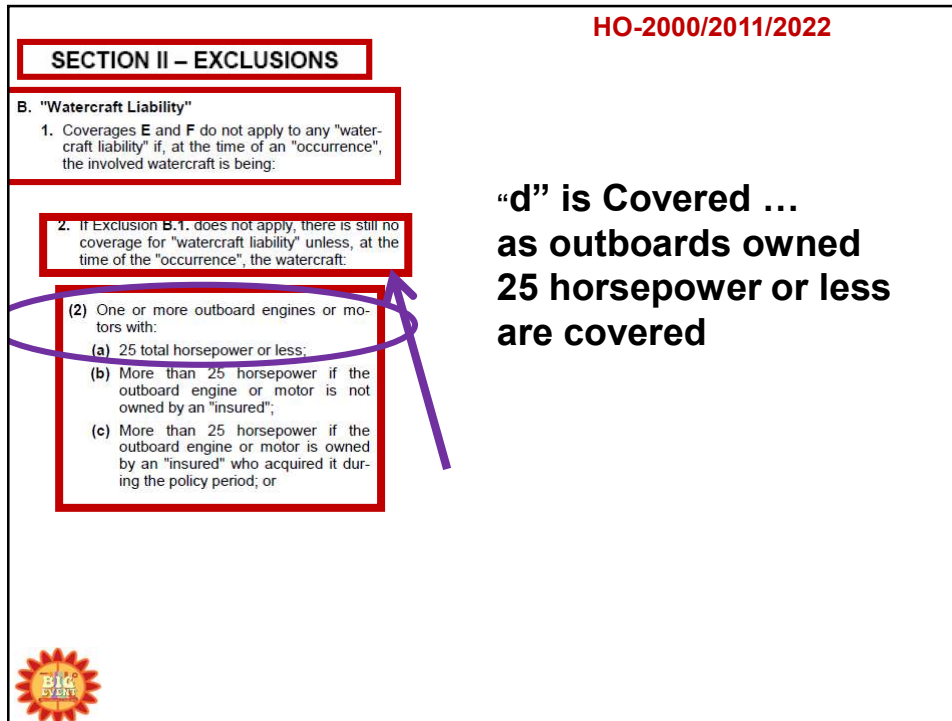

(2) One or more outboard engines or motors with:

(a) 25 total horsepower or less;

(b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

(c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or

**"d" is Covered ...  
as outboards owned  
25 horsepower or less  
are covered**

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**HO-2000/2011/2022**

**SECTION II – EXCLUSIONS**

**B. Watercraft Liability**

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

c. Used to carry persons or cargo for a charge; or

d. Used for any "business" purpose.

2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

a. Is stored;

b. Is a sailing vessel, with or without auxiliary power, that is:

(1) Less than 26 feet in overall length; or

(2) 26 feet or more in overall length and not owned by an "insured"; or

c. Is not a sailing vessel and is powered by one or more engines or motors, including those that power a water jet pump, totaling:

(1) 25 horsepower or less; or

(2) More than 25 horsepower; and

(a) Not owned by an "insured"; or


(b) Are outboard engines or motors owned by an "insured" who acquired such engines or motors:

(i) During the policy period; or

(ii) Before the policy period, but only if you declare them at policy inception or your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in **(b)** above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer



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## SECTION II – EXCLUSIONS

HO-2000/2011/2022

**HO-2022 now covers**

**all outboard or inboard motors 25 hsp or less  
and  
rented outboard OR inboard motors over 25 hsp**



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HO-2000/2011

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4) Motor vehicle means a "motor vehicle" as defined in 7. below.

**“e” can be excluded per  
“motor vehicle liability”  
definition and motor  
vehicle exclusion**



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## HO-2000/2011

## SECTION II – EXCLUSIONS

## A. "Motor Vehicle Liability"

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

**“e” can be excluded per “motor vehicle liability” definition and motor vehicle exclusion**



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## HO-2022

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:
  - a. Liability for "bodily injury" or "property damage" arising out of the:
    - (1) Ownership of such vehicle or craft by an "insured";
    - (2) Maintenance, occupancy, operation, use, loading or unloading of:
      - (a) An aircraft, hovercraft or watercraft by any person; or
      - (b) A motor vehicle by an "insured";
    - (3) Entrustment of such vehicle or craft by an "insured" to any person;
    - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
    - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

**The HO-2022 “motor vehicle liability” definition only applies to a “motor vehicle” used or operated or occupied by an “insured” ...not everyone as the HO-2000 or HO-2011 policies did ... More like the HO-91**



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**HO-2022****SECTION II – EXCLUSIONS****A. Motor Vehicle Liability**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

**The HO-2022 "motor vehicle liability" exclusion only applies to registered or vehicles that require registration if used by/operated by/occupied by an insured**



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**Which of following vehicle situations are covered under the ISO HO Coverages E&F?**

- a. **A utility trailer parked at a campsite for a two-week vacation**
- b. **Your handicapped mother using her electric wheelchair while shopping at the local mall**
- c. **A golf cart you rented to play golf**
- d. **The ATV owned by your next-door neighbor that your son is using at the local playground**
- e. **Owned golf cart used at campground**



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**HO-91**

## f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.

**"a" is covered because the exclusion for owned motor vehicles and trailers does NOT apply if the trailer is not attached to the power unit**



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**HO-91**

## f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) Used to service an "insured's" residence;
  - (b) Designed for assisting the handicapped; or
  - (c) In dead storage on an "insured location";

**"b" is covered because the motor vehicle exclusion does not apply to a vehicle designed for the handicapped**

**Broader than HO-2000 and HO-2011 as it can be used by ANYONE**



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**HO-91**


f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured" and on an "insured location";
- (3) A motorized golf cart when used to play golf on a golf course;

**“c” is covered because it is a recreational vehicle designed for off road use and not subject to a motor vehicle registration or any vehicle registration and since it is NOT owned ... the insured can use it ANYWHERE**



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**HO-91**

f. Arising out of:


- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured" and on an "insured location";
- (3) A motorized golf cart when used to play golf on a golf course;

**“d” is covered for the same reason.**

**ATV is a recreational vehicle designed for off road use not subject to a registration process and since it is not owned an insured can use it anywhere**



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**HO-91**

4. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence and:
  - (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use as a residence;


This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured" and on an "insured location";

- c. Any premises used by you in connection with a premises in 4.a. and 4.b. above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

**“e” is NOT covered because OWNED recreational vehicles designed for off road use are covered on insured locations...**

**“d” is the closest ...but to me it means the campsite ...not the 500 acre campground**



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**SECTION II – EXCLUSIONS**

**A. "Motor Vehicle Liability"**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or

e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:


- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
  - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

7. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

**“a” is covered because there is no exclusion ... if the trailer is not attached to the power unit then it is NOT a motor vehicle and therefore the exclusion does not apply**

**HO-2000/2011**



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**HO-2022**

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**


1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

11. "Motor vehicle" means:

- a. A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in 11.a. above.

**"a" is covered because there is no exclusion ... if the trailer is not attached to the power unit then it is NOT a motor vehicle and therefore the exclusion does not apply**



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**HO-2000/2011**

**SECTION II – EXCLUSIONS**

**A. "Motor Vehicle Liability"**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.


2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service an "insured's" residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
  - (1) Being used to assist a handicapped person, or
  - (2) Parked on an "insured location";

d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or
- e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
  - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
    - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
    - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
    - (c) Cross public roads at designated points to access other parts of the golfing facility; or
  - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

**"b" is covered because the motor vehicle exclusion does not apply to a vehicle designed for the handicapped while being used by the handicapped insured**



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**HO-2022**

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Used solely to service a residence;
  - c. A riding lawn mower that, at the time of the "occurrence", is being used to mow a lawn;
  - d. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";

**“b” is covered because the motor vehicle exclusion does not apply to a vehicle designed for the handicapped *while being used by the handicapped* insured**



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**HO-2000/2011**

**SECTION II – EXCLUSIONS**

**A. "Motor Vehicle Liability"**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Used solely to service an "insured's" residence;
  - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - d. Designed for recreational use off public roads and:
    - (1) Not owned by an "insured" or
    - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
    - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
      - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

**“c” is covered because it is a recreational vehicle designed for off road use and not subject to a motor vehicle registration or any vehicle registration and since it is NOT owned ...the insured can use it ANYWHERE**



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**HO-2022**

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

e. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place:
  - (a) On an "insured location" as defined in Definition **B.10.a., b., d., e. or h.**; or
  - (b) Off an "insured location" and the "motor vehicle" is:
    - (i) Designed as a toy vehicle for use by children under seven years of age;
    - (ii) Powered by one or more batteries; and
    - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

**“c” is covered because it is a recreational vehicle designed for off road use and not subject to a motor vehicle registration or any vehicle registration and since it is NOT owned ...the insured can use it ANYWHERE**

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**HO-2000/2011**

**SECTION II – EXCLUSIONS**

**A. "Motor Vehicle Liability"**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service an "insured's" residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
  - (1) Being used to assist a handicapped person; or
  - (2) Parked on an "insured location";


d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured" or
- (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e. or h.**; or

e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
  - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

**“d” is covered for the same reason. ATV is a recreational vehicle designed for off road use not subject to a registration process and since it is not owned an insured can use it anywhere**



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**HO-2022**

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
- e. Designed for recreational use off public roads and:
  - (1) Not owned by an "insured"; or
  - (2) Owned by an "insured" provided the "occurrence" takes place:
    - (a) On an "insured location" as defined in Definition B.10.a., b., d., e. or h.; or
    - (b) Off an "insured location" and the "motor vehicle" is:
      - (i) Designed as a toy vehicle for use by children under seven years of age;
      - (ii) Powered by one or more batteries; and
      - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

**“d” is covered because it is a recreational vehicle designed for off road use and not subject to a motor vehicle registration or any vehicle registration and since it is NOT owned ...the insured can use it ANYWHERE**

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**HO-2000/2011**

**SECTION II – EXCLUSIONS**

**A. "Motor Vehicle Liability"**


1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
- e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
  - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
    - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service an "insured's" residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
  - (1) Being used to assist a handicapped person; or
  - (2) Parked on an "insured location";

**“e” is NOT covered because OWNED recreational vehicles designed for off road use are ONLY covered on CERTAIN insured locations... I don't believe that campground is one of them**



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HO-2022

## SECTION II – EXCLUSIONS

## A. Motor Vehicle Liability

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

## e. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place:
  - (a) On an "insured location" as defined in Definition B.10.a., b., d., e. or h.; or
  - (b) Off an "insured location" and the "motor vehicle" is:
    - (i) Designed as a toy vehicle for use by children under seven years of age;
    - (ii) Powered by one or more batteries; and
    - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

**“e” is NOT covered because OWNED recreational vehicles designed for off road use are ONLY covered on CERTAIN insured locations... I don’t believe that campground is one of them**

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HO-2000/2011/2022

6. "Insured location" means:
  - a. The "residence premises";
  - b. The part of other premises, other structures and grounds used by you as a residence; and
    - (1) Which is shown in the Declarations; or
    - (2) Which is acquired by you during the policy period for your use as a residence;
  - c. Any premises used by you in connection with a premises described in a. and b. above;
  - d. Any part of a premises:
    - (1) Not owned by an "insured"; and
    - (2) Where an "insured" is temporarily residing;
  - e. Vacant land, other than farm land, owned by or rented to an "insured";
  - f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
  - g. Individual or family cemetery plots or burial vaults of an "insured"; or
  - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

**“a”, “b”, “d”, “e”, “h” are the only insured locations where owned recreational vehicles not subject to motor vehicle registration are covered**

**“d” is the closest ...but to me it means the campsite ...not the 500 acre campground**



78



Which of the following is **false** regarding loss assessment coverage under the HO-6?


- a. Loss assessment coverage applies when the unit owner is assessed for a covered loss that occurred in their neighbor's unit
- b. Loss assessment coverage is provided under both Section I and Section II of the HO policy
- c. This coverage responds for *any* assessment that might be assessed against unit-owners whether insurance related or not
- d. Loss assessment coverage responds when the covered assessment is issued regardless of when the actual loss happened.
- e. Loss assessment coverage is not subject to the Section I deductible

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<p><b>HO-2000/2011 HO-91 similar</b></p> <p><b>Section I</b></p> <p><b>7. Loss Assessment</b></p> <p>a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. <u>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 Coverage A, other than:</u></p> <p>(1) Earthquake; or</p> <p>(2) Land shock waves or tremors before, during or after a volcanic eruption.</p> <p>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.</p> <p>b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p> <p>c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.</p> <p>This coverage is additional insurance.</p>	<p><b>D. Loss Assessment Section II</b></p> <p>1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:</p> <p>a. "Bodily injury" or "property damage" not excluded from coverage under Section II Exclusions; or</p> <p>b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:</p> <p>(1) Is elected by the members of a corporation or association of property owners; and</p> <p>(2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.</p> <p>2. Paragraph I. Policy Period under Section II Conditions does not apply to this Loss Assessment Coverage.</p> <p>3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:</p> <p>a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or</p> <p>b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.</p> <p>4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p>
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**"a" is false because Loss assessment under Sec. I only applies when COMMONLY OWNED property is damaged. The next door neighbor's unit is individually owned.**

80

<p><b>Section I</b>     <b>HO-2000/2011</b> <b>HO-91 similar</b></p> <p><b>7. Loss Assessment</b></p> <p><b>a.</b> We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence 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 Coverage A, other than:</p> <p>(1) Earthquake; or</p> <p>(2) Land shock waves or tremors before, during or after a volcanic eruption.</p> <p>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.</p> <p><b>b.</b> We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p> <p><b>c.</b> Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.</p> <p>This coverage is additional insurance.</p> 	<p><b>D. Loss Assessment</b>     <b>Section I I</b></p> <p>1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:</p> <p><b>a.</b> "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or</p> <p><b>b.</b> Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:</p> <p>(1) Is elected by the members of a corporation or association of property owners; and</p> <p>(2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.</p> <p>2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.</p> <p>3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:</p> <p><b>a.</b> One accident, including continuous or repeated exposure to substantially the same general harmful condition; or</p> <p><b>b.</b> A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.</p> <p>4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p>
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**"b" is TRUE because there is \$1000 "free" loss assessment for Sec. I assessments and \$1000 for Section II assessments**

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<p><b>Section I</b>     <b>HO-2000/2011</b> <b>HO-91 similar</b></p> <p><b>7. Loss Assessment</b></p> <p><b>a.</b> We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence 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 Coverage A, other than:</p> <p>(1) Earthquake; or</p> <p>(2) Land shock waves or tremors before, during or after a volcanic eruption.</p> <p>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.</p> <p><b>b.</b> We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p> <p><b>c.</b> Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.</p> <p>This coverage is additional insurance.</p> 	<p><b>D. Loss Assessment</b>     <b>Section I I</b></p> <p>1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:</p> <p><b>a.</b> "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or</p> <p><b>b.</b> Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:</p> <p>(1) Is elected by the members of a corporation or association of property owners; and</p> <p>(2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.</p> <p>2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.</p> <p>3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:</p> <p><b>a.</b> One accident, including continuous or repeated exposure to substantially the same general harmful condition; or</p> <p><b>b.</b> A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.</p> <p>4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p>
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**"c" is false – because only insurance related assessments are covered and only potentially covered under Coverage A loss scenarios**

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<p><b>Section I</b>     <b>HO-2000/2011</b> <b>HO-91 similar</b></p> <p><b>7. Loss Assessment</b></p> <p>a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence 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 Coverage A, other than:</p> <p>(1) Earthquake; or</p> <p>(2) Land shock waves or tremors before, during or after a volcanic eruption.</p> <p>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.</p> <p>b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p> <p>c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.</p> <p>This coverage is additional insurance.</p> 	<p><b>Section I</b></p> <p><b>D. Loss Assessment</b></p> <p>1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:</p> <p>a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or</p> <p>b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:</p> <p>(1) Is elected by the members of a corporation or association of property owners; and</p> <p>(2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.</p> <p>2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.</p> <p>3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:</p> <p>a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or</p> <p>b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.</p> <p>4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p>	<p>"d" is TRUE –</p> <p>because the "policy period" condition does not apply ...</p> <p>we don't care WHEN the loss happened ...</p> <p>as long as it is a potentially covered situation the assessment will be paid as long as there is a CURRENT HO-6 in force</p>
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<p><b>Section I</b>     <b>HO-2000/2011</b> <b>HO-91 similar</b></p> <p><b>7. Loss Assessment</b></p> <p>a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence 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 Coverage A, other than:</p> <p>(1) Earthquake; or</p> <p>(2) Land shock waves or tremors before, during or after a volcanic eruption.</p> <p>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.</p> <p>b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p> <p>c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.</p> <p>This coverage is additional insurance.</p> 	<p><b>Section I</b></p> <p><b>D. Loss Assessment</b></p> <p>1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:</p> <p>a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or</p> <p>b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:</p> <p>(1) Is elected by the members of a corporation or association of property owners; and</p> <p>(2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.</p> <p>2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.</p> <p>3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:</p> <p>a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or</p> <p>b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.</p> <p>4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.</p>	<p>"e" is FALSE –</p> <p>The Section I deductible applies to ALL Section I coverages UNLESS it is stated that it doesn't</p> <p>So ...since there is no language stating deductible does not apply then it DOES!</p>
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**Section I HO-2022****6. Loss Assessment**

a. We will pay up to \$2,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence 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 Coverage A, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$2,000 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 Q. **Policy Period** under **Section I – Conditions** does not apply to this coverage.

This coverage is additional insurance.

**Section II****D. Loss Assessment**

1. We will pay up to \$2,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

- a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
  - (1) Is elected by the members of a corporation or association of property owners; and
  - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

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**HO-2022**

**The only difference with the HO-2022 is both Section I and Section II Loss assessment additional coverage has a \$2,000 limit**



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**Which of the following statements is false regarding Coverage D Loss of Use under the HO-6**

- a. Since Loss of Use is only 50% of Cov C under HO-2000/2011 or HO-2022 and 40% under HO-91, it's a good idea to recommend increasing Coverage D on all condo policies
- b. If the other side of the building that the condo is located in is damaged by a covered peril and the building is "untenable", the unit owner cannot activate his loss of use coverage since there is no damage to his unit.
- c. If I rent out my condo and it is made "untenable" by a covered peril, this coverage will provide "loss of rents"
- d. If the client buys more contents then he/she gets more Coverage D ...killing two birds with one stone



Payment under Coverage D ends on the last day of the policy even if the condo is not repaired

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**RULE 101. LIMITS OF LIABILITY AND COVERAGE RELATIONSHIPS**

**A. Limits**  
The limits of liability required under the Homeowners policy are as follows:

**1. Section I – Property Damage**

Coverage A – Dwelling	
HO 00 02, HO 00 03, HO 00 05 or HO 00 08	Refer to Rule 301. in the state classification pages.
HO 00 04 or HO 00 06	For HO 00 06 refer to Rule 507.A.
Coverage B – Other Structures	
HO 00 02, HO 00 03, HO 00 05 or HO 00 08	10% of A (One and two family dwelling) 5% of A (Three and four family dwelling)
Coverage C – Personal Property	
HO 00 02, HO 00 03, HO 00 05 or HO 00 08	50% of A (One and two family dwelling) 30% of A (Three family dwelling) 25% of A (Four family dwelling)
HO 00 04 or HO 00 06	Refer to Rule 301. in the state classification pages.
Coverage D – Loss Of Use	
HO 00 02, HO 00 03 or HO 00 05	30% of A
HO 00 04	30% of C
HO 00 06	50% of C
HO 00 08	10% of A

Table 101.A.1. Property Damage Limits

**"a" is true –**  
the HO-2000/2011/2022 provides 50% of Coverage C for Loss of Use (the HO-91 only provided 40% of Coverage C).

**If there isn't much Coverage C ... then there isn't much Loss of use.**

**If a LARGE condo complex ... that might take a LONG time to rebuild ... Coverage D would be insufficient.**

**Mortgage still must be paid and now client also needs to pay rent somewhere else ...**

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**C. Coverage D – Loss Of Use**

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

**1. Additional Living Expense**

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

**2. Fair Rental Value**

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.


Payment will be for the shortest time required to repair or replace such premises.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in 1. Additional Living Expense and 2. Fair Rental Value above for no more than two weeks.

**“b” is false – Coverage is activated if a covered peril either damages the insured’s unit OR the building housing his/her unit.**

**“c” is true – whether or not the endorsement allowing rental is on the policy - Coverage D pays for the insured’s Additional living expense OR their Loss of rental income**



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**RULE 101. LIMITS OF LIABILITY AND COVERAGE RELATIONSHIPS**

**A. Limits**

The limits of liability required under the Homeowners policy are as follows:

**1. Section I – Property Damage**

Coverage A – Dwelling	
HO 00 02, HO 00 03, HO 00 05 or HO 00 08	Refer to Rule 301. in the state classification pages.
HO 00 04 or HO 00 06	For HO 00 06 refer to Rule 507.A.
Coverage B – Other Structures	
HO 00 02, HO 00 03, HO 00 05 or HO 00 08	10% of A (One and two family dwelling) 5% of A (Three and four family dwelling)
Coverage C – Personal Property	
HO 00 02, HO 00 03, HO 00 05 or HO 00 08	50% of A (One and two family dwelling) 30% of A (Three family dwelling) 25% of A (Four family dwelling)
HO 00 04 or HO 00 06	Refer to Rule 301. in the state classification pages.
Coverage D – Loss Of Use	
HO 00 02, HO 00 03 or HO 00 05	30% of A
HO 00 04	30% of C
HO 00 06	50% of C
HO 00 08	10% of A

**Table 101.A.1. Property Damage Limits**

**“d” is true –**

**Both the HO-4 and HO-6 provide Coverage D as a % of Coverage C**

**So ...buying more Coverage C provides more Loss of use**

**I would BET ...most of your clients have NO clue as to how much contents they REALLY have and probably “low ball” the limit they tell you they want to buy**

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**C. Coverage D – Loss Of Use**

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

**1. Additional Living Expense**

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

**2. Fair Rental value**

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in 1. Additional Living Expense and 2. Fair Rental value above for no more than two weeks.


**"e" is false – Coverage D ends when**

**The building or unit (whichever applies) is repaired ....**

**Or ...**

**Limit is gone ...**


**As long as are "diligent" in getting repairs done**



91

**Which of the following *is a reason* for carrying some Cov. A above the normal free \$5000 under the HO6?**

- Per the bylaws the unit-owner is required to insure some of his or her building value (association is NOT covering it – "barewalls bylaws")**
- Master policy is ACV and insured wants replacement cost coverage**
- Allows coverage in situations where the Master policy doesn't apply to the loss.**
- Fannie Mae required language was not provided by commercial agent even though the bylaws tell the master policy to cover the unit – and you "know" it does!**
- There is a \$25,000 master policy deductible**



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**RULE 507.**  
**COVERAGE A – DWELLING – BASIC AND INCREASED LIMITS AND SPECIAL COVERAGE – FORM HO 00 06**

**A. Basic Limits**  
 The policy automatically provides a basic Coverage A limit of \$5,000 on a named perils basis. If increased limits are not desired, enter "\$5,000" under Coverage A – Dwelling in the Policy Declarations.

**B. Increased Limits**  
 The basic limit may be increased. The premium is developed based on the additional limit of insurance. To develop the premium for each additional \$1,000 of insurance, multiply the HO 00 06 All-perils Premium by 0.022.

**C. Special Coverage**

1. The Section I Perils Insured Against may be broadened to cover additional risks of loss.
2. The additional premium is developed by adding the following Paragraphs C.2.a. and C.2.b. and multiplying the result by 0.20.
  - a. Develop the charge per policy for \$5,000 in the base form by multiplying the premium for each additional \$1,000 of insurance determined in Paragraph B. by 5.
  - b. If increased limits apply, develop the premium for each additional \$1,000 of Coverage A described in Paragraph B. and multiply by the additional limit of insurance selected in Paragraph B.
3. Use Unit-owners Coverage A Special Coverage Endorsement HO 17 32.



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**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

1. We cover:
  - a. The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
  - b. Items of real property which pertain exclusively to the "residence premises";
  - c. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
  - d. Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".

**C. Loss Settlement**  
 Covered property losses are settled as follows:

2. Coverage A – Dwelling:
  - a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
  - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.



**HO-2000/2011/2022 (HO-91 similar)**

**“a” is true and a good reason for buying Coverage A— when the insured buys a condo he buys 100% interest in his unit.**

**What do the bylaws say? is the association obligated to insure individually owned property???**

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**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

1. We cover:

- a. The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
- b. Items of real property which pertain exclusively to the "residence premises";**
- c. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
- d. Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".

**C. Loss Settlement**

Covered property losses are settled as follows:

**2. Coverage A – Dwelling:**

- a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
- b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

**HO-2000/2011/2022 (HO-91 similar)**

**“b” is true and a good reason for buying Coverage A –**

**who knows ... maybe the master policy is set up on a ACV basis instead of a replacement cost basis.**

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HOMEOWNERS  
HO 17 32 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE A  
SPECIAL COVERAGE  
FORM HO 00 06 ONLY

**SECTION I – PERILS INSURED AGAINST**

For Coverage A, the Perils Insured Against are deleted and replaced by the following:

**PERILS INSURED AGAINST**

1. We insure against risk of direct physical loss to property described in Coverage A.

2. We do not insure, however, for loss:

- a. Excluded under Section I – Exclusions.
- b. Involving collapse, except as provided in D.8. Collapse under Section I – Property Coverages.
- c. Caused by:
  - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
    - (a) Maintain heat in the building; or
    - (b) 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. 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, downspout or similar fixtures or equipment.
  - (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - (a) Fence, pavement, patio or swimming pool;
    - (b) Footing, foundation, bulkhead, wall, or other structure or device, that supports all or part of a building or other structure.
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft in or to a unit under construction, or of materials and supplies for use in the construction until the unit is finished and occupied.
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.
- (5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
  - (a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or
  - (b) A storm drain, or water, steam or sewer pipes, off the "residence premises".
 For the purpose of this provision, 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; or
- (6) Any of the following:
  - (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself.

**HO-2000/2011 (HO-91 and HO-2022 similar)**

**“c” is true and a good reason for buying Coverage A**

**Special form Condo master policy is NOT as broad as special form HO 17 32 added to HO-6.**

**This endorsement should ALWAYS be added**

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**All editions**

**“d” is true because Fannie Mae has specific guidelines as to what is acceptable for mortgage protection from the commercial agent.**

**If commercial certificate doesn't read as Fannie Mae wants ... potential mortgagor will have to buy HO-6**



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### **2024 Fannie Mae requirement for proof of insurance**

#### **(c) Condominiums**

The Project Documents will define the insurance requirements for the homeowners association and the individual unit owner Condominium Project, including a Detached Condominium Project and a 2- to 4-Unit Condominium Project. The insurance requirements will define the extent to which the homeowners association will insure the individual units and the unit owner responsibility for individual insurance.

There are two acceptable options for unit coverage depending on what the governing documents indicate:

- The condominium homeowners association must insure the building and structures in the Condominium Project as well as fixtures, machinery, equipment and supplies maintained for the service of the Condominium Project. To the extent required the homeowners association must also insure fixtures, improvements, alterations and equipment within the individual Condominium Units, regardless of ownership. To the extent the condominium homeowners association's policy does not cover the interior of the Condominium Unit or the improvements to the Condominium Unit, the Borrower must maintain an HO-6 unit owner policy. Coverage for the HO-6 unit owner policy must be sufficient to repair the Condominium Unit to at least its condition prior to the claim.
- If the Project Documents allow Condominium Unit owners to insure their Condominium Units individually, in lieu of a master policy, the Mortgages secured by the Condominium Units are eligible for sale to Freddie Mac provided the requirements in [Section 4703.2\(a\)](#) are met. Common Elements must be covered through the condominium homeowners association policy and the homeowners association must maintain all other applicable insurance coverages required in [Chapter 4703](#).

The condominium homeowners association must insure Common Elements and property for 100% of their replacement cost under a *Condominium Association Coverage Form* of the ISO or equivalent commercial package policy which covers, at a minimum, loss from causes identified in the ISO's *Commercial Property Causes of Loss – Special Form* endorsement. The insurance coverage must provide for loss or damage settlement at replacement cost.

**Now ... if no PROOF that commercial policy covers individual units ...then HO-6 “sufficient to repair Condo unit”**

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**SECTION I – PROPERTY COVERAGES****A. Coverage A – Dwelling**

## 1. We cover:

- a. The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
- b. Items of real property which pertain exclusively to the "residence premises";
- c. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
- d. Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".

**HO-2000/2011/2022  
(HO-91 similar)**

**“e” is true and a good reason for buying Coverage A –**

**Even if bylaws tell association to cover the unit ... a deductible on the master policy means your client is stuck for loss within their unit**

**Coverage A applies to ALL “real property” the unit owner could be responsible for**



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**HO-2000 and HO-91**

**The issue will be ...  
under HO-91 and HO-2000 ...  
will HO-6 respond to a master policy deductible  
when the bylaws told the association to cover it**

**BUT it is the master policy deductible that  
precludes coverage**

**Coverage A says “yes” ...but Section I Other  
Insurance Condition could be interpreted  
AGAINST the client**



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## HO-6

- 1) The policy states that I CAN buy the coverage ...but we also need to look at the “other insurance” provision:

### HO-91 language

#### 7. Other Insurance.

....

If, at the time of loss, there is other insurance in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance will be excess over the amount recoverable under such other insurance.

### HO-2000 language

#### F. Other Insurance And Service Agreement

2. If, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance will be excess over the amount recoverable under such other insurance or service agreement.



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The association would be covering “same property covered by this policy” due to a bylaw requirement

The ISO Commercial Condo Master Policy language states:

#### 6. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance

the **COMMERCIAL POLICY WILL take precedence over the personal policy and be primary**



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According to ISO ...

the HO-6 was **NEVER** intended to fill the Master Policy deductible gap... when the bylaws tell the Association to cover individually owned items

In the HO-2000 filing ISO stated that the HO-6 was intended to pay **AFTER ...** every *dime* of the Master Policy had been paid out ...

and this is under the HO-91 or the HO-2000



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The following statement was written into the HO-2000 filing

*The unit-owner is only covered for the amount of loss that exceeds the amount RECOVERED BY the association under its policy. If the association doesn't recover because of a high deductible or other reasons, the unit-owner does not recover.*

The filing insinuated that this has always been a problem

Many Carriers had been allowing the individual unit-owner to use his/her Coverage A to fill the Master Policy deductible when the loss occurred within his/her unit

The HO-2000 filing suggested this was done “in error”

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**If one has the HO-91 HO-6 ...  
then when the bylaws are single entity and  
the loss happens within the unit ...**

**how does one address the gap caused by the  
Master Policy deductible????**

**ONE CANNOT.....**



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**The HO-2000 filing does offer a “fix” .... Buy the  
HO 17 34 Unit-Owners Modified Other Insurance End**

**25% of the HO-6 base premium**

**Not filed for the HO-91 program!!!**

HOMEOWNERS  
HO 17 34 10 00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**UNIT-OWNERS MODIFIED OTHER INSURANCE AND  
SERVICE AGREEMENT CONDITION**  
FORM HO 00 06 ONLY

**SECTION I – CONDITIONS**

**F. Other Insurance And Service Agreement**

Paragraph 2. is deleted and replaced by the following:

2. If, at the time of loss, there is other insurance or a service agreement, in the name of a corporation or association of property owners covering the same property covered by this policy, we will pay only for the amount of the loss in excess of the amount due from that other insurance or service agreement, whether they can collect on it or not.

All other provisions of this policy apply.

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If your still selling the HO-91 program ... I guess I would ask my carrier

**What their opinion of the “other insurance” provision is**

**And ... if the carrier is utilizing the HO-2000 ... are they “automatically” adding HO 17 34 for “free” ...**

**or will there be a charge!**



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**FG. Other Insurance And Service Agreement**

1. If a loss covered by this policy is also covered by:
  - a. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
  - b. A service agreement, except a service agreement in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
2. Subject to Paragraph G.1., if, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance is:
  - a. Excess over the amount due under such other insurance or service agreement whether the corporation or association of property owners has collected that amount or not; and
  - b. Primary with respect to any amount of the loss covered by this policy and not due under such other insurance or service agreement because of the application of a deductible will be excess over the amount recoverable under such other insurance or service agreement.
3. As used in this Paragraph G., a service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.



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**HO-2011/2022**

**Other insurance provision states Coverage A can be *PRIMARY* when master policy SHOULD have covered loss due to bylaws - but master policy deductible was applied**

**HO 17 34 Modified Other Insurance Condition endorsement will be WITHDRAWN from use!**

**Which of the following vehicles are NOT eligible for a Massachusetts Personal Auto Policy?**

- a. **2024 Ford Mustang used by the client in his sales business**
- b. **A 9,000 lb. GVWR Pickup truck used to plow snow in the winter**
- c. **A station wagon used by a self- employed plumber**
- d. **A 9800 lb. cargo van used by you in your delivery business**
- e. **A low-speed vehicle as certified by NHTSA**



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**MAIP manual**

**RULE 27. PRIVATE PASSENGER DEFINITION**

- A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others. A vehicle that meets the conditions of Rule 27, regarding the transportation of other employees, students or others for consideration, is included in this definition, provided such vehicle is not registered for carrying passengers for hire.
- B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and
1. has a gross vehicle weight rating of less than 10,000 pounds or has a vehicle rating group assigned to it by the Automobile Insurers Bureau of MA (AIB), and
  2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.
- C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.
- D. An eligible vehicle under this rule whose title has been transferred to a trust may be insured under a policy issued by assignment through the MAIP, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

If a motor vehicle is leased as described in the foregoing paragraphs, and the lessee is obtaining the insurance, the policy must be issued to the lessee as named insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You," must be attached to the policy.



**“a”  
Car/Mustang  
is eligible  
even used  
in business**

**“b”  
Car/station  
wagon  
used in  
business  
by plumber  
eligible as  
long as not  
register  
under  
his/her  
FEIN  
number** 110

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**MAIP manual**

**RULE 27. PRIVATE PASSENGER DEFINITION**

A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others. A vehicle which meets the conditions of Rule 31, regarding the transportation of fellow employees, students or others for consideration, is included in this definition, provided such vehicle is not registered for carrying passengers for hire.

B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and

1. has a gross vehicle weight rating of less than 10,000 pounds or has a vehicle rating group assigned to it by the Automobile Insurers Bureau of MA (AIB), and
2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.


C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.

D. An eligible vehicle under this rule whose title has been transferred to a trust may be insured under a policy issued by assignment through the MAIP, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

If a motor vehicle is leased as described in the foregoing paragraphs, and the lessee is obtaining the insurance, the policy must be issued to the lessee as named insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You," must be attached to the policy.

**“c” Pickup under 10,000 lbs or with symbol and plowing eligible**

**“d” Van used to DELIVER is NOT eligible**


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**MAIP manual eff 5/1/24**

**SECTION II - PRIVATE PASSENGER AUTOMOBILES**

**RULE 27. PRIVATE PASSENGER DEFINITION**

A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others. A vehicle which meets the conditions of Rule 31, regarding the transportation of fellow employees, students or others for consideration, is included in this definition, provided such vehicle is not registered for carrying passengers for hire.

B. A motor vehicle that is a pick-up, van, or SUV that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and


1. has a gross vehicle weight rating of less than 16,000 pounds or has a vehicle rating group assigned to it by the Automobile Insurers Bureau of MA (AIB), and
2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.

C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.

D. An eligible vehicle under this rule whose title has been transferred to a trust may be insured under a policy issued by assignment through the MAIP, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

**“c” Pickup under 16,000 lbs or with symbol and plowing eligible**

**“d” Van used to DELIVER is NOT eligible**


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**RULE 43. LOW SPEED VEHICLES**

The term "low speed vehicle" shall include any 4-wheel motor vehicle that has a seventeen digit Vehicle Identification Number (VIN), has been issued a Certificate of Origin, has a gross vehicle weight rating (GVWR) of less than 3000 pounds, and has a top speed greater than 20 mph but not greater than 25 mph. The motor vehicle must be National Highway Traffic Safety Administration (NHTSA) certified as a "Low Speed Vehicle" demonstrated by the Certificate of Origin listing the body style as "LSV" or "Low Speed Vehicle" or by the Manufacturer's Certification Label posted on the vehicle containing the VIN and indicating the Type of Vehicle as "LSV" or "Low Speed Vehicle."

Rates for low speed vehicles are based on the class 10 rate times a factor. Refer to the Miscellaneous Motor Vehicles section for rating methods and factors. Refer to Rule 22 to determine the vehicle rating group. Annual mileage, multi-car, continuous coverage, low frequency, and class 15 discounts apply. Low speed vehicles shall be eligible for a 20% discount if the vehicle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

The merit rating status shall be determined as follows:

1. The merit rating status of operators shall be assigned to low speed vehicles in order of the highest merit rating status, after assignment to other private passenger vehicles on the policy.
2. If only one operator is listed on the policy, the merit rating status assigned to the low speed vehicle will reflect the merit rating status of the operator.
3. If the merit rating status of each listed operator has been used in rating an automobile on the policy, any remaining low speed vehicles shall be assigned the lowest merit rating status of the listed operators.

The merit rating adjustment shall be determined using the merit rating factor defined in Rule 56 applicable to Class 10 operators.

**"e" is eligible if it fits the definition of low speed vehicle**

**It is given a MA low speed registration plate and therefore eligible for a MAP**

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**The "household member" definition under the MAP includes which of the following?**

- a. Your resident daughter**
- b. Your son currently serving in the Military – his first tour of duty**
- c. The live-in nanny**
- d. Your sister from Iowa who visits you for the summer**
- e. 18-year-old foreign exchange student' living in your household**



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2. **You or Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page.

9. **Household Member** – means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.

**“a” - Resident daughter IS a household member – lives with you and related to you**

**“b” - Son serving in military is an insured – household member – still considered living with you until emancipated**



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2. **You or Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page.

9. **Household Member** – means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.

**“c” - Nanny – might live with you but NOT related – not a household member**

**“d” - Visiting sister ...might be related but NOT really “living” with you ...just VISITING you – not a household member**

**“e” a foreign exchange student does NOT fit the definition – not a household member – not related, not ward, not foster child or stepchild**

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**RULE 28. PRIVATE PASSENGER CLASSIFICATIONS****B. Operators**

All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

- c. An inexperienced operator in active military service with the Armed Forces of the United States of America shall not be considered an operator of the automobile unless such individual customarily operates the automobile.

**Son in military ...still a household member ... just might not have to “rate”**



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**The definition of “trailer” under the MAP would not include:**

- a. The utility trailer you purchased to haul your trash to the town dump. You haul it with your station wagon**
- b. Your 5,000 lb. GVWR hay wagon used with your pickup truck**
- c. Your 12,000 lb. GVWR Camper trailer pulled by your pickup truck**
- d. That 12,000 lb. GVWR camper trailer is NOW permanently kept at campground.**
- e. Your camper trailer parked in your back yard<sup>118</sup>**



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**4. Auto** – means a land motor vehicle or **trailer** but does not include:

- A. Any vehicle operated on rails or crawler treads.
- B. Any vehicle or **trailer** while it is located for use as a residence or premises. We consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
- C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
- D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

**6. Trailer** – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

**“a”** The utility trailer fits the definition since it will be pulled by the station wagon.

**“b”** The haywagon ...a farm wagon ...is an allowed trailer as it will be pulled by the pickup truck

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**4. Auto** – means a land motor vehicle or **trailer** but does not include:

- A. Any vehicle operated on rails or crawler treads.
- B. Any vehicle or **trailer** while it is located for use as a residence or premises. We consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
- C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
- D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

**6. Trailer** – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

**“c”** The 12000 lb. GVWR camper trailer is an allowed trailer as it also will be pulled by a station wagon



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**4. Auto** – means a land motor vehicle or **trailer** but does not include:

- A. Any vehicle operated on rails or crawler treads.
- B. Any vehicle or **trailer** while it is located for use as a residence or premises. We consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
- C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
- D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

**6. Trailer** – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

**“d” The same trailer ..now stationary ...permanently at a camp ground is **NO LONGER** a “trailer” ...in fact it is no longer an “auto” per the definition of auto in the MAP**

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**4. Auto** – means a land motor vehicle or **trailer** but does not include:

- A. Any vehicle operated on rails or crawler treads.
- B. Any vehicle or **trailer** while it is located for use as a residence or premises. We consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
- C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
- D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

**6. Trailer** – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

**“e” is a trailer since we have determined it is pullable by a private passenger auto ... and the previous restriction doesn’t apply as it is NOT being used as a residence or premises**

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The definition of “your auto” in the MAP would not include which of the following?

- a. The utility trailer that is not shown on the Coverage Selections Page
- b. You just took title to a pickup truck retro-fitted with a dump body. It is a replacement for the Ford pickup truck that you traded in
- c. An additional auto (Toyota Corolla) that you took title to 4 days ago that you are driving with a New Hampshire temporary plate. It is not shown on the Coverage Selections Page
- d. The car you had to rent because your Cadillac (shown on CSP above) broke down
- e. Your dump truck that is currently on the MAP Coverage Selections Page

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**5. Your Auto – means:**

**A.** The vehicle(s) described on the Coverage Selections Page.

**B.** Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto**. However **“your auto” does not include a substitute vehicle owned by you.**

**C.** A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining or repairing furnishings or equipment.

For Parts 1, 2, 3, 4, 5 and 6 the term **your auto** also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**“B” is NOT a “your auto” as one can only acquire as a replacement or an additional auto a PICKUP truck , private passenger auto, motorcycle, van ...NOT A DUMP TRUCK**

**“a” is a “your auto” for Parts 1-6 (assuming you bought them) – a trailer does not need to be on CSP unless want Parts 7,8,9**

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**5. Your Auto – means:**

**A.** The vehicle(s) described on the Coverage Selections Page.

**B.** Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto**. However **“your auto”** does not include a substitute vehicle owned by you.


**C.** A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining or repairing furnishings or equipment.

For Parts 1, 2, 3, 4, 5 and 6 the term **your auto** also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**“C” is a “your auto” as it is a private passenger auto (Toyota Corolla) and an additional vehicle that the insured took title to within the last 7 days – per 5C of the definition**

**“D” is a “your auto” as it is a temporary substitute for the Cadillac that broke down – per 5b of the definition**



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**5. Your Auto – means:**

**A.** The vehicle(s) described on the Coverage Selections Page.

**B.** Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto**. However **“your auto”** does not include a substitute vehicle owned by you.

**C.** A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.


If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining or repairing furnishings or equipment.

For Parts 1, 2, 3, 4, 5 and 6 the term **your auto** also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**“e” IS a your auto As it is SHOWN on the Coverage Selections Page**

**It SHOULDN’T be ... But it is**

**There WILL be business use exclusions should it be used for business that will be a problem**



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**Which of the following would not be considered “insureds” under YOUR Massachusetts PIP coverage?**

- a. Passengers in your auto**
- b. You and Household members when struck by a vehicle that has Massachusetts Compulsory coverage**
- c. A Massachusetts resident struck by your auto in the state of Maine**
- d. A New Hampshire resident struck by your auto on Commonwealth Ave in Boston, MA**
- e. You in rental car in Las Vegas**

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We will pay PIP benefits to or for:

1. You, **or any other person, if injured while occupying your auto** with your consent.
2. You, or anyone living in your household, if injured while **occupying** an auto which does not have Massachusetts Compulsory Insurance or if struck by an auto which does not have Massachusetts Compulsory Insurance
3. Any **pedestrian**, including you, if struck by **your auto** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

**“a” is an insured under your MAP’s PIP because passengers would be “any other person occupying your auto”**



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We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.
2. You, or anyone living in your household, if injured while **occupying** an auto which does not have Massachusetts Compulsory Insurance or if struck by an auto which does not have Massachusetts Compulsory Insurance
3. Any **pedestrian**, including you, if struck by **your auto** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

**“b” is NOT an insured under your MAP’s PIP.**

**PIP follows you/household members but when you **are** struck by a **non-MA car** ..or **occupying a non-MA car**.**

**When you/HHM are **IN** a **Massachusetts auto** you would get the PIP from **THAT** auto.**

**If you/HHM **STRUCK** by a **MA auto** ...you get your PIP from that **MA auto**.**

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We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.
2. You, or anyone living in your household, if injured while **occupying** an auto which does not have Massachusetts Compulsory Insurance or if struck by an auto which does not have Massachusetts Compulsory Insurance
3. Any **pedestrian**, including you, if struck by **your auto** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

**“c” is an insured under your MAP’s PIP because when you hunt down a MA resident outside of MA and run them over with YOUR car ... YOUR PIP will respond. Keeps the PIP and BI suit with ONE carrier!**

**“d” is an insured under your MAP’s PIP because PIP responds to ANY pedestrian you hit within the Commonwealth of MA.**

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We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.
2. You, or anyone living in your household, if injured while **occupying an auto which does not have Massachusetts Compulsory Insurance** or if struck by an auto which does not have Massachusetts Compulsory Insurance
3. Any **pedestrian**, including you, if struck by **your auto** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

**“e” is an insured because your PIP follows you and HHM in non-MA cars (in coverage territory which is all the US states, US possessions, Puerto Rico and Canada**



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**Which of the following statements about your Uninsured Motorists coverage is false?**

- a. **Your UM pays damages to you whether you are in your auto or in an auto you do not own**
- b. **If your son is in your car he can have your UM limit if it is higher than the limit that he purchased for himself**
- c. **Your UM coverage will not pay benefits to any occupant of your vehicle if they or a household member has a MAP**
- d. **Your UM will not pay benefits to your household members if they have their own MAP**
- e. **Your UM could respond when you are a pedestrian and struck by an unidentified automobile**

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We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any **household member** who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you, if struck by, or while **occupying**

**“a” is true because your UM ALWAYS follows you ..**

**in fact you CAN'T have the limits of someone else's vehicle even when you are in it because of item #2... or #3 in the definition of who we pay damaged to**



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We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any household member who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another household member providing uninsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you, if struck by, or while **occupying**

**“b” is FALSE because of part 2 of the who we pay damages to portion of UM –**

**a household member can NEVER get your limits if he/she has her own policy ...**

**whether or not he/she is in your car or not**



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We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.

2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any **household member** who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance with higher limits.

3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance.

4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you, if struck by, or while **occupying**

**“c” is true based on item #3 of the definition ...**

**all occupants must go to a policy in their name Or a HHM’s name**



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We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.

2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any **household member** who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance with higher limits.

3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance.

4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you, if struck by, or while **occupying**

**“d” is true based on item #2 of the definition –**

**again, HHM MUST go to his/her policy 1st if none Then to another HHM’s policy with UM limits**

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We will pay damages to or for:


1. You, while **occupying your auto**, while occupying an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying an auto not owned by you** or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any **household member** who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you, if struck by, or while **occupying**

**“e” is true because your UM will respond when you are a pedestrian and hit by an uninsured motor vehicle**



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**Part 3. Bodily Injury Caused By An Uninsured Auto**

Sometimes an owner or operator of an auto legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos. We will pay only if the injured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified.

Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured, or by someone who is legally self-insured, to be an uninsured auto.

**An uninsured motor vehicle is:**

- One without insurance (uninsured)**
- Hit and run**
- Other company denied BI claim**
- Other company insolvent**



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Which of the following statements is false regarding Part 4, Property Damage in the MAP?

- a. PD will not respond when you damage property that you own
- b. PD only covers you when driving an auto you do not own, not your household members if they have their own MAP
- c. PD will not respond when you use your auto in uber
- d. PD only covers property damage to property of others, but not the loss of use of the property
- e. Your PD will respond if you get sued because someone got in an accident driving their OWN car while doing an errand for YOU



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**Part 4. Damage To Someone Else's Property.** Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a **household member**, or someone else using **your auto** with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, **your auto** or other auto used by you or a **household member** with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.

We will not pay for property damage which occurs:

1. While **your auto** is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.

6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.

**“a” is true as exclusion #6 removes coverage for damage to owned property**

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**Part 4. Damage To Someone Else's Property.** Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a household member, or someone else using your auto with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, your auto or other auto used by you or a household member with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.

We will not pay for property damage which occurs:

4. While a household member is using an auto which you or any household member owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.

**“b” is false because your Part 4 WILL follow your kids ...even if they have their OWN vehicle as long as they are not driving a vehicle that**

- 1) they own
- 2) that another family member owns
- 3) they use TOO much

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**Part 4. Damage To Someone Else's Property.** Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a household member, or someone else using your auto with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, your auto or other auto used by you or a household member with the consent of the owner, or any decreased value or intangible loss claimed to

We will not pay for property damage which occurs:

1. While your auto is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of your auto in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of your auto in providing volunteer transportation sources at the direction of a charitable group.

**“c” is true because exclusion #1 says no coverage if car used as public or livery conveyance (UBER is such a vehicle)**



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<p><b>Part 4. Damage To Someone Else's Property.</b></p>	<p>Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a <b>household member</b>, or someone else using <b>your auto</b> with your consent is legally responsible for the accident. <u>The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property.</u> The amount we will pay does not include compensation for physical damage to, or towing or recovery of, <b>your auto</b> or other auto used by you or a <b>household member</b> with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.</p>
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**“d” is false because Part 4 provides coverage for**

- 1) Damage TO property of others**
- 2) Loss of use of that property**
- 3) Sales tax for that damaged property**



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<p><b>Part 4. Damage To Someone Else's Property.</b></p>	<p><u>Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading.</u> The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. <u>We will pay only if you, a household member, or someone else using your auto with your consent is legally responsible for the accident.</u> The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, <b>your auto</b> or other auto used by you or a <b>household member</b> with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.</p>
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**“e” is true because Part 4 covers you and household members if you are “legally responsible”**

**Which can mean**

- driving your auto**
- borrowing/renting an auto**
- someone using an auto on your behalf**



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Which of the following statements are true about optional Bodily Injury, Part 5 under YOUR MAP?

- a. You are covered when you injure a fellow employee with your auto
- b. Part 5 expands your auto BI limits to whatever limits are necessary in other states or Canadian provinces, but this coverage does not apply to PD
- c. Your Part 5 is primary when you borrow another auto insured in Massachusetts
- d. Your Part 5 follows your resident son who rents a Ford Focus while on Spring break in Daytona Beach, FL
- e. Your Part 5 covers you when you use a vehicle that you do not own but NOT if you use it too much



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**Part 5. Optional Bodily Injury To Others.** Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

We will not pay or defend:

1. For injuries to employees of the person using the auto who are injured in the course of employment.
2. For injuries resulting from an accident while a **household member** is using an auto which you or any **household member** owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
3. For injuries resulting from an accident while you are using an auto which you own or use regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
4. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.

**“a” is true because the exclusion #1 regarding employees only applies to YOUR employees ... implying you are the employer ... not the “co-worker”**

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**Part 5. Optional Bodily Injury To Others.** Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

Your policy will automatically apply to an accident that occurs in any other State or a Canadian province if you have purchased any coverage under this Part If the state or province has a:

1. Financial responsibility law or similar law requiring limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher required limits.
2. Compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state or province, your policy will provide at least the required minimum amounts and types of coverage.

**“b” is false because the “extra territorial” coverage applies to BI and PD**



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**Part 5. Optional Bodily Injury To Others.** Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limits before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limits shown on your Coverage Selections Page. If the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner's auto insurance.

**“c” is false because when you or a household member is using a non-owned vehicle ...**

**the insurance on that vehicle **MUST** pay first ... if there is any ...your policy is “excess”**



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**Part 5. Optional Bodily Injury To Others.** Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

**“d” is true because the insuring agreement states your Part 5 applies to:**

**You**

**and**

**household members if legally responsible.**



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**Part 5. Optional Bodily Injury To Others.** Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

We will not pay or defend:

1. For injuries to employees of the person using the auto who are injured in the course of employment.
2. For injuries resulting from an accident while a **household member** is using an auto which you or any **household member** owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
3. For injuries resulting from an accident while you are using an auto which you own or use regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.

**“e” is true because the “2” for household members and “3” for you exclude “regular use” of non-owned autos**



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To which of the following will Part 7 Collision in the MAP respond?

- a. Your son who received his license 30 days ago had an accident while driving your car. He is NOT a listed driver
- b. A car your son rented while he was on vacation. Your son is a deferred operator to his own policy which does not have collision
- c. You drive your son's car. His car doesn't have collision
- d. Collision damage to a camper body that is not listed on the policy
- e. Client wants company to make up for reduced trade in value dealer gave because her car was in an accident.

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**Part 7.  
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment

We will not pay for a **collision** loss for an accident which occurs while **your auto** is being operated by a **household member** who is not listed as an operator on this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

1. The **household member** would be classified as an inexperienced operator, or
2. More points would be assigned under a merit rating plan.

You must notify us within 60 days after a person who will operate **your auto** becomes a **household member**, if that person was not a **household member** on the effective date of your policy. In the same manner, you must notify us if a **household member**, who will operate **your auto**, becomes a licensed operator

“a”- the **policy will respond** since the household member who would have increased the policy premium was licensed less than 60 days ago ...on day 61 ...if not listed ...no Part 7 (or 8)

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**Part 7.  
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for collision damage to other private passenger autos while being used by you or a household member with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment

**“b” policy would respond because YOUR policy covers you and household members when “using other autos”.**

**It doesn’t matter that your son has his own policy.**

**If his policy had collision then BOTH your policy and his policy would respond AFTER the insurance on the borrowed/rented vehicle paid**



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**Part 7.  
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment

We will not pay for damage to any auto which is owned or regularly used by you or a household member unless a premium for this Part is shown for that auto on the Coverage Selections Page.

**“c” - policy will NOT respond under Part 7 when you drive your son’s car.**



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**Part 7.  
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

**“d” - MAP Part 7 will NOT respond to Camper bodies UNLESS they are on the policy Coverage Selections page.**



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**Part 7.  
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment

**“e” - MAP Part 7 will NOT respond to the diminished value client suffers because car was in an accident and fixed.**



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Which of the following statements is true regarding the Operator Exclusion Endorsement?

- a. The designated operator is only excluded from specific vehicles
- b. If one of the excluded vehicles is replaced with a different one during the policy term, the operator exclusion endorsement does not apply to that replaced vehicle
- c. If the excluded operator drives the specified vehicle the company can deny all optional coverages
- d. If the excluded operator rented a car for a week's vacation, the policy could apply to that situation.
- e. If the operator is NOT excluded and regularly drives his roommate's car – Dad's MAP will respond



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MASSACHUSETTS ENDORSEMENT - M-0106-S	
Operator Exclusion Form	
It is agreed that the person named below will not operate the vehicle(s) described below or any replacement thereof, under any circumstances whatsoever.	
Excluded Operator	_____
Vehicle Description	_____
Vehicle Description	_____
I am aware that under the terms of my Massachusetts Automobile Insurance Policy, if I, or someone on my behalf, provide false, deceptive, misleading or incomplete information in any application or policy change request, and if such false, deceptive, misleading or incomplete information increases the company's risk of loss, the company may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. Payments under Parts 3 and 4 may also be limited to those amounts that the company is required to sell.	
In addition, I am aware Massachusetts law requires that the company withhold payment of a Collision or Limited Collision loss if the insured auto is being operated by a household member who is not listed as an operator on my policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on my policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on my policy under the Merit Rating Plan.	
Date	_____ Policyholder's Signature
Date	_____ Excluded Operator's Signature
[Ed. 04-08]	

“a” is true because one lists the operator to be excluded and the vehicles from which he/she is excluded

“b” is **FALSE** because it states that the excluded operator will not drive the specified vehicles ... or **ANY REPLACEMENT** thereof

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MASSACHUSETTS ENDORSEMENT - M-0106-S

**Operator Exclusion Form**

It is agreed by the insurance company, the policyholder, and the person named below (the Excluded Operator) that the Excluded Operator will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.

Excluded Operator \_\_\_\_\_

Vehicle Description \_\_\_\_\_

Vehicle Description \_\_\_\_\_


The policyholder and the Excluded Operator understand and agree that the insurance company will not pay under the optional insurance parts of the policy for any injury or damage arising out of the operation or use of the described vehicle(s) by the Excluded Operator.

The policyholder and Excluded Operator understand and agree that this Operator Exclusion Form will continue in full and effect in any subsequent renewal or replacement of the policy until the policyholder and the insurance company withdraw this form in writing.

Date \_\_\_\_\_ Policyholder's Signature \_\_\_\_\_

Date \_\_\_\_\_ Excluded Operator's Signature \_\_\_\_\_

(Ed. 02-17)



2017 version

**“a” is true because one lists the operator to be excluded and the vehicles from which he/she is excluded**

**“b” is FALSE because it states that the excluded operator will not drive the specified vehicles ... or ANY REPLACEMENT thereof**

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MASSACHUSETTS ENDORSEMENT - M-0106-S

**Operator Exclusion Form**

It is agreed that the person named below will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.

Excluded Operator \_\_\_\_\_

Vehicle Description \_\_\_\_\_

Vehicle Description \_\_\_\_\_

I am aware that under the terms of my Massachusetts Automobile Insurance Policy, if I, or someone on my behalf, provide false, deceptive, misleading or incomplete information in any application or policy change request, and if such false, deceptive, misleading or incomplete information increases the company's risk of loss, the company may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. Payments under Parts 3 and 4 may also be limited to those amounts that the company is required to sell.

In addition, I am aware Massachusetts law requires that the company withhold payment of a Collision or Limited Collision loss if the insured auto is being operated by a household member who is not listed as an operator on my policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on my policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on my policy under the Merit Rating Plan.

Date \_\_\_\_\_ Policyholder's Signature \_\_\_\_\_

Date \_\_\_\_\_ Excluded Operator's Signature \_\_\_\_\_

[Ed. 04-08]

**“c” is true because it states that all optional coverages can be denied and Parts 3 and 4 can be reduced to what “we are required to sell”**

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<p style="text-align: center;"><b>MASSACHUSETTS ENDORSEMENT - M-0106-S</b></p> <p style="text-align: center;"><b>Operator Exclusion Form</b></p> <p>It is agreed by the insurance company, the policyholder, and the person named below (the Excluded Operator) that the Excluded Operator will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.</p> <p>Excluded Operator _____</p> <p>Vehicle Description _____</p> <p>Vehicle Description _____</p> <p>The policyholder and the Excluded Operator understand and agree that the insurance company will not pay under <u>the optional insurance parts of the policy for any injury or damage arising out of the operation or use of the described vehicle(s) by the Excluded Operator.</u></p> <p>The policyholder and Excluded Operator understand and agree that this Operator Exclusion Form will continue in full and effect in any subsequent renewal or replacement of the policy until the policyholder and the insurance company withdraw this form in writing.</p> <p>_____ Date</p> <p style="text-align: right;">_____ Policyholder's Signature</p> <p>_____ Date</p> <p style="text-align: right;">_____ Excluded Operator's Signature</p> <p>(Ed. 02-17)</p>	<p><b>2017 version</b></p> <p><b>“c” is true because it states that all optional coverages can be denied</b></p> <p><b>Doesn't discuss reducing compulsory coverages ... though Part 3 would be since Part I BI is 20/40</b></p>
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<p style="text-align: center;"><b>MASSACHUSETTS ENDORSEMENT - M-0106-S</b></p> <p style="text-align: center;"><b>Operator Exclusion Form</b></p> <p>It is agreed that the person named below will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.</p> <p>Excluded Operator _____</p> <p>Vehicle Description _____</p> <p>Vehicle Description _____</p> <p>I am aware that under the terms of my Massachusetts Automobile Insurance Policy, if I, or someone on my behalf, provide false, deceptive, misleading or incomplete information in any application or policy change request, and if such false, deceptive, misleading or incomplete information increases the company's risk of loss, the company may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. Payments under Parts 3 and 4 may also be limited to those amounts that the company is required to sell.</p> <p>In addition, I am aware Massachusetts law requires that the company withhold payment of a Collision or Limited Collision loss if the insured auto is being operated by a household member who is not listed as an operator on my policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on my policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on my policy under the Merit Rating Plan.</p> <p>_____ Date</p> <p style="text-align: right;">_____ Policyholder's Signature</p> <p>_____ Date</p> <p style="text-align: right;">_____ Excluded Operator's Signature</p> <p>(Ed. 04-08)</p>	<p><b>“d” is true because the operator is excluded from a specific vehicle(s).</b></p> <p><b>If the operator does NOT use these vehicles ...then there is no “false information”.</b></p> <p><b>If the operator is added back on when he/she does... then there is no “false information”.</b></p> <p><b>The policy normally “follows” a household member when driving non-owned autos ... as long as they don't drive them ...too much</b></p>
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MASSACHUSETTS ENDORSEMENT - M-0106-S  
**2017 version**  
 Operator Exclusion Form

It is agreed by the insurance company, the policyholder, and the person named below (the Excluded Operator) that the Excluded Operator will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.

Excluded Operator \_\_\_\_\_

Vehicle Description \_\_\_\_\_

Vehicle Description \_\_\_\_\_

The policyholder and the Excluded Operator understand and agree that the insurance company will not pay under the optional insurance parts of the policy for any injury or damage arising out of the operation or use of the described vehicle(s) by the Excluded Operator.

The policyholder and Excluded Operator understand and agree that this Operator Exclusion Form will continue in full and effect in any subsequent renewal or replacement of the policy until the policyholder and the insurance company withdraw this form in writing.

Date \_\_\_\_\_ Policyholder's Signature \_\_\_\_\_

Date \_\_\_\_\_ Excluded Operator's Signature \_\_\_\_\_

(Ed. 02-17)

**“d” is true because the operator is excluded from a specific vehicle(s).**

**If the operator does NOT use these vehicles ... then there is no “false information”.**

**If the operator is added back on when he/she does... then there is no “false information”.**


**The policy normally “follows” a household member when driving non-owned autos ... as long as they don’t drive them ...too much**

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**“e” is FALSE because the MAP itself excludes “regular use”**

**Remember the exclusion**

**Under Parts 4,5,6,7,8,9**


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Thank you for attending...

**Game time ....  
So you think you know  
Personal lines...**

Irene Morrill [imorrill@massagent.com](mailto:imorrill@massagent.com)

