

# NARRAGANSETT BAY INSURANCE COMPANY

## ***MARINER PLUS ENDORSEMENT***

*FOR AN ADDITIONAL PREMIUM, THE FOLLOWING ENHANCEMENTS ARE INCLUDED:*

1. **COVERAGE E  
PERSONAL  
LIABILITY**      The limit of liability is increased to \$500,000.
2. **COVERAGE F  
MEDICAL  
PAYMENTS  
TO OTHERS**      The limit of coverage is increased to \$5,000.
3. **COVERAGE C  
PERSONAL  
PROPERTY**      The limit of the Coverage C amount is 75% of the Coverage A amount.
4. **INFLATION  
GUARD**      The limits of liability shown in the Declarations for Coverages A, B, C and D will be increased by the percent shown on the Inflation Guard endorsement, applied pro rata during the policy period.

5. **COVERAGE C  
INCREASED  
SPECIAL  
LIMITS**      The special limits under Coverage C – Personal Property are increased as follows:

Property	Increase in Limit of Liability	Total Limit of Liability
1. Money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.	\$ 100	\$ 300
2. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps.	\$1,000	\$2,500
3. Watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.	\$ 500	\$2,000
4. Trailers or semi-trailers not used with watercraft of all types.	\$ 500	\$2,000
5. Loss by theft of jewelry, watches, furs, precious and semi-precious stones, but not exceeding \$1,000 for any one article.	\$1,000	\$2,500
6. Silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware for loss by theft.	\$1,000	\$3,500

6. **CREDIT CARD,  
ELECTRONIC  
FUND TRANSFER  
CARD OR ACCESS DEVICE,  
FORGERY AND COUNTERFEIT  
MONEY**      The limit for credit card, electronic fund transfer card or access device, forgery and counterfeit money is increased to \$2,500.
7. **FOOD**      We will pay for loss to contents of freezer or refrigerator units on the residence premises.

## **SPOILAGE**

The loss is covered up to a limit of \$250. This must be caused by change in temperature resulting from:

- a. Stoppage of electrical service to refrigeration equipment. This stoppage must be caused by damage to the generating or transmission equipment.
- b. Mechanical or electrical breakdown of the refrigeration systems.

You must maintain the refrigeration fixtures in proper working order. All reasonable means to protect the property covered from further damage in the event of a loss must be taken. If such care is not taken, this extended coverage is void.

This coverage does not increase the Coverage C limit.

No deductible applies to this coverage.

## **8. PERSONAL INJURY**

### **Definitions**

The following definition is added:

“Personal Injury” means injury arising out of one or more of the following offenses but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

### **Section II – Liability Coverages**

The following is added to Coverage E – Personal Liability:

#### **Personal Injury Coverage**

If a claim is made or suit is brought against an “insured” for damages resulting from an offense, defined under “personal injury”, 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
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

### **Section II – Exclusions**

With respect to the coverage provided by this endorsement, the exclusions under Coverage E – Personal Liability and Coverage F – Medical Payments are deleted and replaced by the following:

1. This insurance does not apply to “personal injury”:
  - a. Caused by or at the direction of an “insured” with the knowledge that the act would violate the rights of another and would inflict “personal injury”;
  - b. Arising out of oral or written publication of material, if done by or at the direction of an “insured” with knowledge of its falsity;
  - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - d. Arising out of a criminal act committed by or at the direction of an “insured”;
  - e. Arising out of liability assumed by an “insured” under any contract or agreement except any indemnity obligation assumed by an “insured” under a written contract directly relating to the ownership maintenance or use of the premises;
  - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an “insured”;
  - g. 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

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"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".

This exclusion 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;
  - h. Arising out of civic or public activities performed for pay by an "insured";
  - i. To you or an "insured" as defined under Definition **5.a.** or **b.**; or
  - j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.  
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
2. In addition, this insurance does not apply to any loss, cost, or expense arising out of any:
- a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

## **Section II - Additional Coverages**

With respect to the coverage provided by this endorsement, paragraph **4. Loss Assessment** is deleted and replaced by the following:

### **4. Loss Assessment**

We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

This coverage applies only to loss assessments charged against you as an owner or tenant of the "residence premises".

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the most we will pay for loss arising out of "personal injury" is \$1000.

## **Section II – Conditions**

With respect to the coverage provided by this endorsement, paragraphs **1. Limit of Liability**, **2. Severability of Insurance** and **3. Duties After "Occurrence"**, are deleted and replaced by the following:

### **1. Limit of Liability**

Our total liability under "Personal Injury" coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage E – Personal Liability. This limit is the same regardless of the number of "insureds", claims made or suits brought.

### **2. Severability of Insurance**

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

### **3. Duties After "Offense"**

In the event of loss from a covered offense, you or another “insured” will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed.

- a. Give written notice to us or our agent as soon as is practical, which sets forth:
  - (1) The identity of the policy and “named insured”;
  - (2) Reasonably available information on the time, place and circumstances of the offense; and
  - (3) Names and addresses of any claimants and witnesses;
- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- c. Promptly forward to us every notice, demand, summons or other process relating to the offense;
- d. At our request, help us:
  - (1) To make settlement;
  - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an “insured”;
  - (3) With the conduct of suits and attend hearings and trials; and
  - (4) To secure and give evidence and obtain the attendance of witnesses;
- e. No “insured” shall, except at such “insured’s” own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the “personal injury”.

#### **Sections I And II – Conditions**

With respect to the coverage provided by this endorsement paragraph 1. Policy Period does not apply to this insurance.

All other provisions of this policy apply.

#### **9. BUSINESS PURSUITS FOR HOUSEHOLD MEMBERS UNDER AGE 18**

Your Coverage E – Personal Liability will extend to a household member under the age of 18 years if that member has a part-time business pursuit. The covered person must live at home. Also we will pay up to \$250 per occurrence for damage to property of others caused by the part-time business pursuit of the household member under 18 years of age.

#### **10. TREE REMOVAL**

**I.** We will pay up to \$1,250 for the removal from the “residence premises” of: a. Your tree(s) felled by the peril of Windstorm or Hail, or Weight of Ice, Snow or Sleet, or; b. A neighbor’s tree(s) felled by a Peril Insured Against under Coverage C. We will pay only that part of the loss that exceeds \$250. No other deductible applies to this coverage.  
**II.** We will pay up to \$1,750 for the removal from the “residence premises” of your tree(s) felled by a storm which is declared a catastrophe by ISO – Insurance Services Office. We will only pay that part of the loss that exceeds \$250. No other deductible applies to this coverage.

#### **11. LOCK COVERAGE**

We will pay up to \$250 to replace locks at the “residence premises” if the replacement is due to theft of keys belonging to an “insured” as defined in this policy.  
Deductible – We will pay only that part of the loss that exceeds \$50. No other deductible applies to this coverage.

#### **12. BACK UP OF SEWERS AND DRAINS**

In the event of a loss, we will pay up to \$5,000 for damage caused by water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment. We will only pay that part of the loss that exceeds \$250. No other deductible applies to this coverage.  
Section I Exclusions – Subparagraph (2) of 1. c. Water Damage in HO 00 03 (10-00) and paragraph 3.b. Water Damage in HO 00 02 (10/00) does not apply to this coverage.

**13. FIRE DEPT.  
SERVICE  
CHARGE**

The limit of liability is revised to \$1,000 to include all fire department service charges that are necessary and reasonable.

**14. IDENTITY  
FRAUD  
EXPENSE**

**Definitions**

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. "Expenses" means:
  - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
  - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
    - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
    - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
    - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
  - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

The following Additional Coverage is added under **Section I:**

**Identity Fraud Expense**

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

**Exclusions**

The following additional exclusions apply to this coverage:

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

**Special Deductible**

We will pay only that part of the loss that exceeds \$250. No other deductible applies to "identity fraud" expense coverage.

**Section I – Condition**

**B. Duties After Loss**

The following is added:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply.