

# Massachusetts Homeowner's Storm Claim Coverage and FAQs



## INSIDE

- Insured's Duties After a Loss
- FAQs
- Temporary Repairs
- Tree Debris Removal  
With and without Endorsement
- Food Spoilage  
On- and Off-premises Outage
- Sump Pump Overflow - What it is
- Arbella Endorsements- Highlights
- Property Department Directory



## Insured Duties after a Loss

### Special Provisions - Massachusetts

11AR 1266 (07-10)\*

#### SECTION I – CONDITIONS

##### 2. Your Duties After Loss

Paragraphs **d.**, **e.**, **f.** and **g.** are deleted and replaced by the following:

- d.** Protect the property from further damage; make reasonable and necessary repairs required to protect the property; keep an accurate record of repair expenditures. Some or all of these expenses may be reimbursable under this policy;
- e.** Prepare an inventory of damaged personal property; show in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory when available all pertinent bills and documents that substantiate the figures in the inventory;
- f.** We may reasonably require you to:
  - (1)** Exhibit the damaged property;
  - (2)** Provide us with records and documents pertinent to the loss and permit us to make copies; and

### Special Provisions - Massachusetts

11AR 1266 (01-15)\*

#### SECTION I – CONDITIONS

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- f.** We may reasonably require you to:
  - (1)** Exhibit the damaged property;
  - (2)** Provide us with records and documents pertinent to the loss and permit us to make copies; and

\*Please **confirm the edition date** on all endorsements as coverage amounts and terms can change.



## FAQs

**Q** Should I wait until the adjuster looks at my claim before I touch anything?

**A** You have a duty to protect your property from further damage. The company encourages you to take reasonable measures to mitigate your loss and protect your property.

This may include but not be limited to:

- Removing water and beginning the drying process
- Removing trees from structures and making temporary repairs to avoid further damage from outside elements. Please take photos, keep all receipts and keep an accurate record of all repair expenditures.

**Q** What should I do if I have a claim?

**A** You should make emergency repairs to prevent further damage, keep an accurate record of repair expenses, and prepare an inventory of damaged personal property showing the quantity, description, and replacement cost of each item. If possible you should take photographs of the damage.

**Q** Will my policy be canceled if I make a claim?

**A** You should call your agent to discuss this before you make a claim. The adjusters in the claim department have been instructed to refer the insured back to the agent to discuss policy inquiries.

**Q** I know I have replacement cost coverage. Why is my claim being settled with depreciation applied?

**A** Your policy requires that we settle the claim on an actual cash value basis initially. You can make claim for the withheld depreciation if you make repairs and spend more than the actual cash value amount. You should pay for the repairs by check or have other documentation to prove the amount that you actually spent for repairs. You have two years from the date of loss to complete repairs.

**Q** How long do I have to make claim with Arbella?

**A** The usual answer is two years from the date of loss but you need to confirm the type of loss and the actual language (including endorsements) to be certain.

**Q** Why is there a mortgagee listed on my check?

**A** Your bank/mortgagee is listed on the declarations page of your policy. We are required to put their name on any claim payments that we issued to you for damages to your home or other structures.

**Q** If there is bank/mortgagee on my check, how do I cash it?

**A** Banks and mortgagees all have their own procedures for processing and distributing proceeds from insurance claims. You should contact your bank/mortgagee to discuss what their procedures are.

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## Temporary Repairs

### Roof Damage:

*Secure damaged and/or exposed areas.*

**Step 1:** Locate exposed or damaged areas.

**Step 2:** Make temporary repairs to prevent damages from the outside elements. Temporary repairs can include: installing shingles in exposed areas, placing a tarp over damaged areas, etc. Please seek assistance of a professional when necessary.

### Water Damage/Pipe Burst:

*Stop the water at the source of leak.*

**Step 1:** Shut off the water supply.

**Step 2:** Call a plumber to access the pipe(s) and make necessary repairs. Retain damaged pipes or appliances for inspection.

**Step 3:** Begin cleaning up the water. Move items away from impacted areas. Assistance from a mitigation company may be necessary.

### Fallen Tree on Covered Property:

*Get the tree off the property/structure.*

**Step 1:** Take the tree(s) off the property/structure. This may involve hiring a tree company at a reasonable expense.

**Step 2:** Make temporary repairs as needed to secure the damaged areas

*Advising the insured to begin the tree removal process immediately following the loss is recommended.*

*If possible and it is safe to do so, take photos of the tree prior to removal.*

### Ice Dams:

*Stop the leak.*

**Step 1:** Locate the area where the ice dams have formed.

**Step 2:** Shovel/remove ice/snow from the area, and contact a contractor if necessary.

**Step 3:** Begin dry-out of affected areas (may require mitigation company depending on the extent of damage).

**Step 4:** Remove all personal property away from the area where the water is leaking.

*We will pay for reasonable costs incurred by the insured to remove snow and ice from the area where the ice dams have formed and water is entering the building. No coverage is afforded for removing ice/snow from roof to prevent a loss from occurring.*

### TIP

A picture is worth a thousand words!

Please advise the insured to take photos of the damaged areas and save any/all receipts.

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## Tree Debris Removal

### Without endorsement

Coverage is afforded under the HO-3 policy to take the tree off the damaged covered structure and place it on the ground. There is no limit (other than the policy limit) for taking down the tree. Taking the tree off a damaged covered structure and placing it on the ground is not considered debris removal.

The basic HO-3 policy does provide debris removal coverage up to \$500 if one of the following occurs:

- The tree fell as a result of a wind or hail storm.
- The tree fell as a result of the weight of ice/snow, or sleet.
- A neighbor's tree fell due to a Coverage C named peril.

### IMPORTANT

If a tree falls in the yard and there is no damage to a covered structure, no coverage exists for debris removal.

(\$500 is the most we will pay regardless of the number of trees)

### With endorsement

Additional debris removal coverage is available in the form of endorsements.

#### 11AR1034 (01-13)\* Special Coverage Endorsement

#### 11AR1279 (01-13)\* Topsail Package

(bundle includes the 11AR1034)

#### 11AR1241 (01-13)\* Schooner Package

(bundle includes the 11AR1034)

#### 11AR1063 (01-13)\* Additional Protection Package

#### 11AR1034 (01-13)\*

This endorsement adds an **additional \$500** for the removal of fallen trees from the "residence premises" provided a Coverage C named peril caused the tree to fall.

The tree(s):

1. Must damage a covered structure, or
2. Does not damage a covered structure but:
  - a. Blocks 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. Blocks a ramp or other fixture designed to assist a handi-capped person to enter or leave the dwelling building, or
  - c. Branch(es) or limb(s) has fallen from its natural place and is in imminent danger of damaging a covered structure.

#### 11AR1241 (10-17)\* Schooner Package

(bundle includes the 11AR 1316\*)

#### 11AR1316 (10-17)\* Elite Endorsement

This endorsement provides adds an additional \$2,500 aggregate, \$500 per tree limit for debris removal. The same conditions noted in 11AR1034\* above apply. The tree must damage a covered structure, block a driveway, block a ramp or fall from its natural place and is in imminent danger of damaging a covered structure.

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## Food Spoilage

### ON-premises outage

Food Spoilage due to an on-premises power outage would be covered provided that the failure was due to one of the 16 Named Perils outlined below. There is no limit (other than the policy) for on-premises spoilage.

1. Fire/Lightning
2. Windstorm or Hail
3. Explosion
4. Riot or civil commotion
5. Weight of Ice/Snow or Sleet
6. Accidental discharge or overflow of water or steam
7. Smoke
8. Freezing
9. Vandalism/MM
10. Volcanic eruption
11. Theft
12. Falling objects
13. Sudden/accidental damage from artificially generated current
14. Aircraft
15. Vehicles
16. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water system

### OFF-premises outage

#### HO-3 POLICY (WITHOUT Endorsement)

Off-premises power failures are excluded under the HO-3 policy. (*exclusion d. Power Failure pg. 9 of 18*)  
 Food spoilage caused by a power outage that occurred away from the dwelling is not covered.

#### HO-3 POLICY (WITH Endorsement)

Coverage for Food Spoilage/Refrigerated Products as a result of a power failure away (off-premises) from the insured's home is provided by the following endorsements:

**Coverage Limit:** \$250.00 / Deductible: \$-0-

**11AR1034 (01-13)\* Special Coverage Endorsement**

**11AR1063 (01-13)\* Additional Protection Package**

**11AR1279 (01-13)\* Topsail Package Endorsement**  
 (includes 11AR1034\*)

**11AR1241 (01-13) Schooner Package Endorsement**  
 (includes 11AR1034\*)

**Coverage Limit:** \$500.00 / Deductible: \$100.00

**HO 04 98 04 91 Refrigerated Property Coverage**

**Coverage Limit:** \$1,000 / Deductible: \$-0-

**11AR1316 (10/17)\* Elite Endorsement**

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## Sump Pump Overflow

### What it is

Sump pumps are used where basement flooding happens regularly and to solve dampness where the water table is above the foundation of a home. Sump pumps send water away from a house to any place where it is no longer problematic, such as a municipal storm drain or a dry well. Ground water is not covered under the HO3 form. A number of special endorsements may provide some limited coverage for these types of losses.

Please note a deductible does apply. It is important to consider the policy edition dates when reviewing applicable coverage.

### HO-3 POLICY NO COVERAGE

### Endorsements:

**11AR1034 (01-13)\*** Special Coverage Endorsement

**11AR1279 (01-13)\*** Top Sail Package Endorsement

**11AR1241 (01-13)\*** Schooner Package Endorsement  
 Coverage up to \$2,000 with a \$500 special deductible

**11AR1278 (01-13)\* Water Back up and Sump Pump Discharge or Overflow** (Please note edition date)  
 Coverage up to \$3000 with a \$500 special deductible

If policy has **11AR1034\*** AND **11AR1278 (01-13)\*** then limits are stacked for a total of \$5,000.00 available coverage.

**11AR1278 (01-18)\* Water Back up and Sump Discharge or Overflow** (Please note edition date)  
 Coverage up to \$10,000 with a \$500 special deductible

If policy has **11AR1034\*** and **11AR1278 (01-18)\*** then limits are stacked for a total of \$12,000.00 available coverage.

If policy has **11AR1241 (10-17)\*** then the limits are stacked for a total of \$15,000 available coverage.

**11AR1316 (10-17)\*** Elite Endorsement  
 Part of the new **11AR1241 (10-17)\* Schooner Package Endorsement**  
 Coverage up to \$5,000 with a \$500 special deductible

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## Proprietary Endorsements - Highlights

### MASSACHUSETTS

#### 11 AR1034 (01-13)\* Special Coverage Endorsement

- Replacement Cost Coverage for Personal Property
- Replacement Cost Coverage for awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings
- No depreciation withheld on personal property losses under \$500.
- Spoilage Coverage of \$250 – no deductible applies for this add'l coverage
- Water Back Up/Sump Overflow coverage up to \$2,000 (special deductible \$500)
- Additional Debris Removal Coverage (fallen tree) \$500 (must meet a listed condition)
- Increased Ordinance or Law Coverage

#### 11AR1278 (01-13)\* Water back up and Sump Pump Discharge or Overflow

- Coverage is limited to \$3,000 under this endorsement
- If policy has the Special Coverage Endorsement **11AR1034\*** and this edition of the endorsement, the limits are combined for a total coverage of \$5,000 with only one special deductible of \$500 applied

#### 11AR1278 (01-18)\* Water back up and Sump Pump Discharge or Overflow

- Coverage is limited to \$10,000 under this endorsement
- Policies which have the **11AR1034\*** Special Coverage endorsement may stack the \$2,000 limit provided for Water Back Up and Sump Overflow with the \$10,000 limit under this endorsement bringing the total limit to \$12,000
- Policies which have the **11 AR1241 (10-17)\* Schooner Package Endorsement** may stack the \$5,000 limit provided for Water Back up and Sump Overflow with the \$10,000 limit under this endorsement bringing the total limit to \$15,000

#### 11AR1316 (10-17)\* Elite Endorsement

- Replacement Cost Coverage for Personal Property
- Replacement Cost Coverage for awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings
- No depreciation withheld on Personal Property losses less than \$500
- Spoilage Coverage up to \$1,000- no deductible applies
- Water back up/Sump overflow coverage up to \$5,000 (special deductible \$500)
- Additional Debris Removal Coverage (fallen trees) \$2,500 aggregate/\$500 singled tree (must meet a listed condition)
- Increased Ordinance or Law Coverage

#### 11AR 1277 (01-10)\* Off Premises Power Outage Reimbursement Endorsement

- Provides coverage for hotels and meals if the property becomes uninhabitable due to an accidental utility interruption from an off-premises source
- Coverage begins when premises has been without power for 48 consecutive hours
- Coverage lasts up to a maximum of 10 days /maximum payout \$1,000.
- Daily maximum incurred expense: \$100.

#### HO 04 98 (04-91)\* Refrigerated Property Coverage

- Food Spoilage Coverage Limit: \$500 / Deductible: \$100.
- Coverage is afforded if loss caused by interruption from damage to generating or transmitting equipment or mechanical failure of the unit storing the property

*continued on next page*

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## Proprietary Endorsements - Highlights continued

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### MASSACHUSETTS

#### **11AR1258 (01-15)\* Auto Rewards Endorsement**

- In the event a covered loss exceeds \$50,000, the basic all perils deductible is waived under the Homeowners policy
- Deductible is waived if a loss from the same event applies to both the Homeowners and Auto policy

#### **11AR1268 (07-09)\* Named Storm Deductible (HO-3 only)**

- Named Storm means any storm system given a name by the National Weather Service
- Deductible applies to loss caused by the peril of wind, hail or wind-drive rain during a "Named Storm"

#### **HO 04 90 (04-91)\* Personal Property Replacement Cost**

- Replacement Cost Coverage for Personal Property
- Replacement Cost Coverage for awnings, carpeting household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings
- No depreciation withheld on personal property losses under \$500.

#### **HO 00 15 (04-91)\* Special Personal Property Endorsement**

- Changes Coverage C-Personal Property from Named to Open Peril

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# Property Staff Directory

CLAIM MANAGER: Elaine Dupuis-Lane ext. 2216

03-18-2018

| TEAM MEMBER               | TEAM MANAGER       | TELEPHONE EXT. | CELL PHONE     |
|---------------------------|--------------------|----------------|----------------|
| Jim Bonasoro              | Elaine Dupuis-Lane | 2483           | **             |
| Matthew Camfield          | James Bonasoro     | 2261           | (508) 331-0875 |
| Chad Cobb                 | James Bonasoro     | 2182           | (617) 483-0079 |
| Jenny Ellis               | Elaine Dupuis-Lane | 2265           | (857) 939-6458 |
| Steven Chartier           | James Bonasoro     | 7556           | (857) 939-4319 |
| Mark Frechette            | Karen Singleton    | 2203           | (617) 816-2083 |
| Elizabeth Gagnon          | Mark McVey         | 3755           | (617) 769-3755 |
| Debra Gellerman           | Karen Singleton    | 7358           | **             |
| Cynthia Holden-Amor       | James Bonasoro     | 7549           | (857) 939-4271 |
| Edward Kearney            | Karen Singleton    | 2289           | (617) 750-2094 |
| Karen Kimball             | Karen Singleton    | 7398           | **             |
| Diane Lewis               | Mark McVey         | 2437           | (781) 664-7412 |
| Marc Lindell              | Mark McVey         | 6867           | (617) 347-0169 |
| Lee-Ann Lovett            | Mark McVey         | 2490           | (339) 987-0061 |
| Doug McGuirk              | James Bonasoro     | 2454           | (617) 483-3873 |
| Mark McVey                | Elaine Dupuis-Lane | 7443           | **             |
| Emily Migre               | Karen Singleton    | 7369           | **             |
| Sarah Monaco              | Karen Singleton    | 7323           | **             |
| Dave Salvaggio            | Karen Singleton    | 2227           | (781) 805-5340 |
| Karen Singleton           | Elaine Dupuis-Lane | 7338           | **             |
| Melissa Ross (Vasiliadis) | Karen Singleton    | 2489           | (857) 939-4377 |
| Tracy Violette            | Mark McVey         | 2178           | (857) 939-5324 |
| Karen Kimball             | Karen Singleton    | 7398           | **             |
| Derek Walker              | Elaine Dupuis-Lane | 2571           | (617) 816-3716 |

\*\*not available

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