



# Lloyd's Certificate

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This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

One80 Intermediaries Inc  
In California: Bigfoot Insurance a division of One80  
Intermediaries, Inc  
License # 0H40842  
PO Box 60190  
Colorado Springs, CO 80960  
Tel: +1 303-900-2960

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

**Short Rate Cancellation Table For Term of One Year.**

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1.....	5%	66 - 69.....	29%	154 - 156.....	53%	256 - 260.....	77%
2.....	6	70 - 73.....	30	157 - 160.....	54	261 - 264.....	78
3 - 4.....	7	74 - 76.....	31	161 - 164.....	55	265 - 269.....	79
5 - 6.....	8	77 - 80.....	32	165 - 167.....	56	270 - 273 ( 9 mos ).....	80
7 - 8.....	9	81 - 83.....	33	168 - 171.....	57	274 - 278.....	81
9 - 10.....	10	84 - 87.....	34	172 - 175.....	58	279 - 282.....	82
11 - 12.....	11	88 - 91 ( 3 mos ).....	35	176 - 178.....	59	283 - 287.....	83
13 - 14.....	12	92 - 94.....	36	179 - 182 ( 6 mos ).....	60	288 - 291.....	84
15 - 16.....	13	95 - 98.....	37	183 - 187.....	61	292 - 296.....	85
17 - 18.....	14	99 - 102.....	38	188 - 191.....	62	297 - 301.....	86
19 - 20.....	15	103 - 105.....	39	192 - 196.....	63	302 - 305 ( 10 mos ).....	87
21 - 22.....	16	106 - 109.....	40	197 - 200.....	64	306 - 310.....	88
23 - 25.....	17	110 - 113.....	41	201 - 205.....	65	311 - 314.....	89
26 - 29.....	18	114 - 116.....	42	206 - 209.....	66	315 - 319.....	90
30 - 32 ( 1 mos ).....	19	117 - 120.....	43	210 - 214 ( 7 mos ).....	67	320 - 323.....	91
33 - 36.....	20	121 - 124 ( 4 mos ).....	44	215 - 218.....	68	324 - 328.....	92
37 - 40.....	21	125 - 127.....	45	219 - 223.....	69	329 - 332.....	93
41 - 43.....	22	128 - 131.....	46	224 - 228.....	70	333 - 337 ( 11 mos ).....	94
44 - 47.....	23	132 - 135.....	47	229 - 232.....	71	338 - 342.....	95
48 - 51.....	24	136 - 138.....	48	233 - 237.....	72	343 - 346.....	96
52 - 54.....	25	139 - 142.....	49	238 - 241.....	73	347 - 351.....	97
55 - 58.....	26	143 - 146.....	50	242 - 246 ( 8 mos ).....	74	352 - 355.....	98
59 - 62 ( 2 mos ).....	27	147 - 149.....	51	247 - 250.....	75	356 - 360.....	99
63 - 65.....	28	150 - 153 ( 5 mos ).....	52	251 - 255.....	76	361 - 365 ( 12 mos ).....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  - 1. Determine full annual premium as for insurance written for a term of one year.
  - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  - 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.



Bigfoot Insurance  
In California: Bigfoot Specialty Insurance Agency  
License # 0H38597  
PO Box 60190  
Colorado Springs, CO 80960-0190

**This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA NMA 2868)**

Certificate Number: **CIG-TH-226401 22**

Authority Reference Number: B1136900002021

Date Issued: 7/29/2022  
Name of Insurer(s): Certain Underwriters at Lloyd's, London      Percent: 100%

Name and address of Insured (specifying the interest of the Insured in the property insured, if the Insured is not the absolute owner thereof):

Stephanie Kubes  
4075 275th St W  
Northfield, MN 55057

Effective 12:01 am both days at standard      **FROM: 7/27/2022**  
Time at location of Risk      **TO: 7/27/2023**

**RISK INFORMATION**

**LOCATED AT:**  
12123 Cannon City Blvd,      Northfield      MN      55057

**COMMON POLICY DECLARATIONS**

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. This policy consists of the following coverage parts for which a premium is shown. This premium may be subject to adjustment.

PREMIUM INCLUDING TAXES AND FEES


Product	Premium
Premium:	\$988.00
Minnesota Stamping Fee:	\$0.44
Minnesota State Tax:	\$32.64
Policy Fee - CIG:	\$100.00
Total:	\$1,121.08

**SERVICE OF SUIT MAY BE MADE UPON:** Lloyd's America Inc. Attn: Legal Department 280 Park Avenue East Tower 25<sup>th</sup> Floor New York, NY 10017

FORMS ATTACHED HERETO AND SPECIAL CONDITIONS: See attached schedule of Forms and Endorsements – CIG-FORM 2014-H of ARK FORM list  
In event of a claim under the Insurance described in this Certificate, please notify the following:  
**Affirmative Risk Management PO Box 24407, Little Rock, AR 72221-4407 – [claims@armusa.net](mailto:claims@armusa.net)**

THESE DECLARATIONS TOGETHER WITH THE POLICY AND ANY APPLICABLE FORMS AND ENDORSEMENTS ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE POLICY.

Dated in Colorado Springs, CO this day: 07/29/2022

By: 

# DECLARATION

TOTAL PREMIUM: \$988.00  
DEDUCTIBLE: \$1,000  
(for Wind Deductible see Form CIG1913T1120 in policy)

LOCATED AT:  
12123 Cannon City Blvd Northfield MN 55057

FORM: DP-2  
Serial Number:  
Length: 30  
Width: 8.5  
Square Feet: 240  
Moves per Year: 0-1  
Year Built: 2017

Coverage A (dwelling) \$104,000  
Coverage B (Separate Structure) N/A  
Coverage C (Contents) N/A  
Theft Coverage C EXCLUDED  
Replacement Cost For Coverage C NO  
Coverage L (liability) \$50,000  
Coverage M (Medical) \$1,000  
Theft of Tiny Home Coverage NO  
Trip Endorsement Coverage YES  
Use of Tiny Home: Primary

**Premium for Liability: \$75**  
**Premium for Property: \$913**

MORTGAGE COMPANY  
First Pace Credit Union  
161 Marie Ave E  
West Saint Paul MN 55118

**MINNESOTA SURPLUS LINES NOTICE**

**THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.**

01/09/13

LMA9056

**SCHEDULE OF FORMS:**

Insurance Coverage is subject to all terms and conditions of this policy and applicable forms listed below.

<input checked="" type="checkbox"/>	<u>Name</u>	<u>Form #</u>	<u>Description</u>
	Base Dwelling Property Includes the following Forms		
		SLC-3	Lloyds cover page with declaration page
		TAX STATE FORM	State Tax Form
		CIG-HO-SYND	Syndicate List
		DP 00 02 07 14	Dwelling Property 2 - Broad Form
		CIG-HO-PRIV	Commercial Insurance Group, LLC Privacy Policy
		CIG-Agent (2014)	Notice to Retail Producer
		LMA5108	Microorganism Exclusion
		CIG-T1009	Additional Liability Exclusions 2004
		CIG-T1010	Brush Fire
		CIG-T1011	Total Loss Earned Premium Clause
		NMA1191	Radioactive Contamination Exclusion
		NMA5020	Service of Suit Clause
		NMA 1331	Cancellation Clause
		LMA5019	Asbestos Endorsement
		NMA2918	War and Terrorism Exclusion Endorsement
		NMA2962	Biological or Chemical Materials Exclusion
		LSW1135B	Lloyd's Privacy Notice
		NMA2915	Electronic Data Endorsement B
		NMA2340	Seepage/Pollution/Contamination Excl./Debris Removal End./Authorities
		CIG-T9920	Sanction Limitation and Exclusion Clause Several
		LSW1001	Liability Notice
		LSW3001	Premium Payment Clause
		LMA5021(09/05)	Applicable Law
		DP 04 76 12 02	Actual Cash Value Loss Settlement
		CIG1910T0817	Fair Rental Value and Additional Living Expense
		CIG1911T0817	Other Structures
		CIG1912T0817	Water Limitation Endorsement
		CIG1913T0817	Coastal Wind and Hail Exclusion
		CIG1915T0817	Illegal Substance or Controlled Substance Exclusion
		CIG1916T0817	Liability Exclusion While Attached to a "Motor Vehicle"
		CIG1917T0817	Policy Territory
		CIG1918T0817	Trailer Exclusion
		CIG1919T0817	Actual Cash Value Defined
		CIG1923T1117	Fire Extinguisher Appliance
		CIG1924T1117	Short Term Rentals Endorsement
	Optional Dwelling Property Forms (additional premium charged for these options)		
<input checked="" type="checkbox"/>		CIG1914T0817	Described Location
<input checked="" type="checkbox"/>		CIG1920T0817	Trip Collision Coverage
<input type="checkbox"/>		CIG1921T0817	Personal Property Replacement Cost
<input type="checkbox"/>		DP 04 73 07 14	Limited Theft Coverage
<input type="checkbox"/>		CIG1922T0817	Theft of Tiny Home
<input type="checkbox"/>		CIGEQ000015	Earthquake
	Optional Dwelling Liability Forms		
<input checked="" type="checkbox"/>	Optional Dwelling Liability Forms (if purchased all forms included)		
		DL 24 01 07 14	Personal Liability
		CIG-T9921	Premise Liability
		DL P0 03 07 14	Limited Home Day Care Coverage Advisory Notice To Policyholders
		CIG2201T0817	Specific Breed Animal Exclusion
		CIG2202T0817	Livestock Exclusion
		CIG2203T0817	All-Terrain Vehicle Exclusion

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CIG2204T0817	Swimming Pool or Spa Exclusion
CIG2205T0817	Trampoline Exclusion
CIG2206T0817	Sexual Molestation, Corporal Punishment/Physical or Mental Abuse Exclusion
CIG2207T0817	Punitive Damages Exclusion
CIG2208T0817	Mold Exclusion
CIG2209T0817	Hazardous Substances Exclusion
CIG2210T0817	Assault and Battery Exclusion
CIG2211T1117	Exclusion of Marijuana and Marijuana Activity



NAMED INSURED: Stephanie Kubes

POLICY #: CIG-TH-226401 22

EFFECTIVE DATE: 7/27/2022

SCHEDULE OF LLOYDS UNDERWRITERS PARTICIPATION HEREON:

PERSONAL LINES DWELLING PROPERTY AND DWELLING LIABILITY

Contract: **C500241800**

DUW 1729      100%

## DWELLING PROPERTY 2 – BROAD FORM

### AGREEMENT

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

### DEFINITIONS

In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.

### COVERAGES

This insurance applies to the Described Location, Coverages for which a limit of liability is shown and Perils Insured Against for which a premium is stated.

#### A. Coverage A – Dwelling

1. We cover:
  - a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
  - b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
  - c. If not otherwise covered in this Policy, building equipment and outdoor equipment used for the service of and located on the Described Location.
2. We do not cover land, including land on which the dwelling is located.

#### B. Coverage B – Other Structures

1. We cover other structures on the Described Location, 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 used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling, provided that such 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; or
  - d. Gravemarkers, including mausoleums.

#### C. Coverage C – Personal Property

##### 1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

##### 2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances. This includes their equipment and parts while such property is in or upon the vehicle or conveyance.

However, this Paragraph 2.e. 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 the electrical system of motor vehicles and all other motorized land conveyances.
  - (2) Motor vehicles or other motorized land conveyances 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;
- f. Watercraft of all types, other than rowboats and canoes;
  - g. Data, including data stored in:
    - (1) Books of account, drawings or other paper records; or

(2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;

- h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
- i. Water or steam; or
- j. Gravemarkers, including mausoleums.

**3. Property Removed To A Newly Acquired Principal Residence**

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this Policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this Policy.

**D. Coverage D – Fair Rental Value**

- 1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this Policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.  
Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.
- 2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Fair Rental Value loss for no more than two weeks.
- 3. The periods of time referenced above are not limited by the expiration of this Policy.
- 4. We do not cover loss or expense due to cancellation of a lease or agreement.

**E. Coverage E – Additional Living Expense**

- 1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this Policy makes the Described Location unfit for its normal use, 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 Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
- 2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Additional Living Expense loss for no more than two weeks.

- 3. The periods of time referenced above are not limited by the expiration of this Policy.
- 4. We do not cover loss or expense due to cancellation of a lease or agreement.

**F. Other Coverages**

**1. Other Structures**

You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

This coverage is additional insurance.

**2. Debris Removal**

We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against 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.

**3. Improvements, Alterations And Additions**

If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

This coverage is additional insurance.

**4. World-wide Coverage**

You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C, except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage C limit of liability for the same loss.

**5. Rental Value And Additional Living Expense**

You may use up to 20% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

This coverage is additional insurance.

**6. Reasonable Repairs**

- a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
- b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by a Peril Insured Against. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property; or
  - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.

## 7. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

## 8. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns on the Described Location for loss caused by the following Perils Insured Against:

- a. Fire Or Lightning;
- b. Explosion;
- c. Riot Or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by you or a resident of the Described Location; or
- f. Vandalism Or Malicious Mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

## 9. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

## 10. Collapse

- a. The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Other Coverage – Collapse does not apply to:
  - (1) A building or any part of a building that is in danger of falling down or caving in;
  - (2) A part of a building that is standing, even if it has separated from another part of the building;
  - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

- (1) The Perils Insured Against in this Policy;
  - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to you prior to collapse;
  - (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to you prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under d.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
  - f. This coverage does not increase the limit of liability that applies to the damaged covered property.

## 11. Glass Or Safety Glazing Material

- a. We cover:
  - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
  - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
  - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
  - (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

## 12. Ordinance Or Law

- a. The Ordinance Or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. If you are an owner of a Described Location and that location:
  - (1) Is insured for Coverage A or Unit-owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-owners Building Items at each Described Location; or
  - (2) Is not insured for Coverage A or Unit-owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.
- c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location. Also, the words "covered building" used throughout this Other Coverage 12. Ordinance Or Law refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.
- d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- e. We do not cover:
  - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

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

This coverage is additional insurance.

### PERILS INSURED AGAINST

We insure for direct physical loss to the property covered caused by a peril listed below unless the loss is excluded in the General Exclusions.

#### 1. Fire Or Lightning

#### 2. Windstorm Or Hail

This peril does not include loss:

- a. To the inside of a building, or the property contained in a building, caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
- b. To the following property when outside of the building:
  - (1) Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers;
  - (2) Canoes and rowboats; or
  - (3) Trees, shrubs, plants or lawns.

#### 3. Explosion

#### 4. Riot Or Civil Commotion

#### 5. Aircraft

This peril includes self-propelled missiles and spacecraft.

#### 6. Vehicles

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by you or a resident of the Described Location.

#### 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.

#### 8. Vandalism Or Malicious Mischief

This peril does not include loss:

- a. By pilferage, theft, burglary or larceny; or
- b. To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

#### 9. Damage By Burglars

This peril means damage to covered property caused by burglars.

This peril does not include:

- a. Theft of property; or

- b. Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

#### 10. Falling Objects

This peril does not include loss:

- a. To the inside of a building or property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object.
- b. To outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, outdoor equipment, awnings and fences.

Damage to the falling object itself is not covered.

#### 11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to a building or property contained in the building.

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.

#### 12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.

b. This peril does not include loss:

- (1) To a building caused by constant or repeated seepage or leakage over a period of weeks, months or years;
- (2) On the Described Location, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (3) To the system or appliance from which the water or steam escaped;
- (4) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing below; or
- (5) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

c. In this peril, 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.

d. General Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

#### 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking,

burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in Perils Insured Against 14. Freezing below.

#### 14. Freezing

a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) 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.

b. In this peril, 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.

#### 15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

#### 16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

#### GENERAL EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

##### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided under Other Coverage 12. Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

This Exclusion 1. applies whether or not the property has been physically damaged.

## 2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting.

This Exclusion 2. applies regardless of whether any of the above, in 2.a. through 2.d., is caused by an act of nature or is otherwise caused.

However, direct loss by fire or explosion resulting from any of the above, in 2.a. through 2.d., is covered.

## 3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this exclusion.

This Exclusion 3. applies regardless of whether any of the above, in 3.a. through 3.d., is caused by an act of nature or is otherwise caused.

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire or explosion resulting from any of the above, in 3.a. through 3.d., is covered.

## 4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

## 5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

## 6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

## 7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

## 8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

## 9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

## CONDITIONS

### A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. For an amount greater than the interest of a person insured under this Policy at the time of loss; or
2. For more than the applicable limit of liability.

### B. Deductible

Unless otherwise noted in this Policy, the following deductible provision applies:

With respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
2. If two or more deductibles under this Policy apply to the loss, only the highest deductible amount will apply.

### C. Concealment Or Fraud

We provide coverage to no persons insured under this Policy if, whether before or after a loss, one or more persons insured under this Policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

#### D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. Your interest and that of all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the Policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in D.4.; and
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

#### E. Loss Settlement

In this Condition E., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in Other Coverages F.12. Ordinance Or Law. Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and

- c. Structures that are not buildings; at actual cash value at the time of loss but not more than the amount required to repair or replace.

2. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- a. If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, without deduction for depreciation, but not more than the least of the following amounts:

- (1) The limit of liability under this Policy that applies to the building;
- (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
- (3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

- b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (1) The actual cash value of that part of the building damaged; or
- (2) That proportion of the cost to repair or replace, without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3) Underground flues, pipes, wiring and drains.

- d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.

However, if the cost to repair or replace the damage is both:

- (1) Less than 5% of the amount of insurance in this Policy on the building; and



(2) Less than \$2,500;

we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.

- e. You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition E. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

#### F. Loss To A Pair Or Set

In case of loss to a pair or set, we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

#### G. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

#### H. Other Insurance And Service Agreement

If property covered by this Policy is also covered by:

1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this Policy that the limit of liability applying under this Policy bears to the total amount of fire insurance covering the property; or
2. A service agreement, 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.

#### I. Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

#### J. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this Policy and the action is started within two years after the date of loss.

#### K. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

#### L. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

#### M. Abandonment Of Property

We need not accept any property abandoned by you.

#### N. Mortgage Clause

1. If a mortgagee is named in this Policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to:
    - (1) Appraisal;
    - (2) Suit Against Us; and
    - (3) Loss Payment;also apply to the mortgagee.
3. If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**O. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this Policy.

**P. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or
    - (2) If the risk has changed substantially since the Policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.
  - d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

**Q. Nonrenewal**

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

**R. Liberalization Clause**

If we make a change which broadens coverage under this edition of our Policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

**S. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this Policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**T. Assignment**

Assignment of this Policy will not be valid unless we give our written consent.

**U. Death**

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the Policy at the time of death;
2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**V. Nuclear Hazard Clause**

1. "Nuclear hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This Policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**W. Recovered Property**

If you or we recover any property for which we have made payment under this Policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

**X. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

**Y. Loss Payable Clause**

If the Declarations shows a loss payee for certain listed insured personal property, that person is considered an insured in this Policy with respect to that property.

If we decide to cancel or not renew this Policy, that loss payee will be notified in writing.

**Z. Policy Period**

This Policy applies only to loss which occurs during the policy period.

## COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**All other terms, conditions and exclusions of the policy remain the same.**

LMA5393

25 March 2020

**COMMERCIAL INSURANCE GROUP**  
**PRIVACY POLICY NOTICE**

This Privacy Policy outlines our information sharing practices to help you understand how we protect your privacy when we collect and use information about you and the measures we take to safeguard that information.

**Information we collect.** We may collect non-public personal financial information about you as required by the insurance market with which we seek to place your insurance. This information may be collected from you or other sources as follows:

- Information about our transactions with you, our affiliates, or previous insurers; such as you policy coverage,
- claim information, premiums and payment history;
- Information we receive from you on applications or questionnaires, such as your occupation, current employer ,
- Social Security and Driver License numbers;
- Information we receive from a consumer reporting agency, such as Equifax; which is obtained for the purpose of
- ascertaining credit histories. These reports are obtained as underwriting tools to determine bill paying habits and creditworthiness;
- Motor Vehicle reports may also be requested from the State to disclose driving history. By law, Driver History may not be provided to your insurance agent or to you. In the event you need a copy of your driver report, you may request one from the applicable state agency.

**Information Security.** we restrict access to non-public personal financial information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with Federal and State Regulations to guard your non-public personal financial information.

**Information We Share.** We do not disclose any non-public personal financial information about our customers or former customers to anyone, *except* as permitted by law. We may disclose non-public personal financial information with insurers and providers. We also may disclose non-public personal financial information

about our transactions and experiences with you to our affiliates for purposes of marketing our products and services

to you. We may do so without affirmative authorization and the law does not permit you to restrict this disclosure. Please note: information obtained from a report prepared by an insurance support organization (for example for the purpose of detecting and preventing insurance claims and fraud) may be retained by that organization and disclosed to other persons.

**Your Access and Correction Rights.** Upon written request and presentation of proper identification you may be provided access to recorded personal information including the source of the information and the identity of those to whom we have disclosed personal information. You also have the right to request correction, amendment or deletion of recorded personal information about you. If we agree, we will correct our records. if we do not agree, you may submit a concise statement of

dispute, which we will include in any future disclosure of personal information. A request for access or correction may be sent to us at the following address:

Commercial Insurance Group, LLC  
1773 S 8<sup>th</sup> St, Ste. 200, PO Box 60190  
Colorado Springs, CO 80960

CIG-HO-PRIV

## **NOTICE TO RETAIL PRODUCER**

NON-ADMITTED STATUS AND TAX FILING – This policy is written with a Non-Admitted Company and Commercial Insurance Group, LLC is responsible for filing the Taxes as identified.

AUDITS – The retail agent is responsible for collecting any audit premiums due within fifteen days of the billing unless otherwise notified.

ENDORSEMENTS – The retail agent has no authority to endorse or amend the policy. All requests for changes should be sent in written correspondence to Commercial Insurance Group, LLC.

FORMS – The copy of the policy Commercial Insurance Group, LLC provided to you may not include all the forms. Standard ISO forms may be referenced and not printed for you.

PREMIUM FINANCING – The retail agent may arrange for financing of most premiums. Once financed, you must remit the entire balance due to Commercial Insurance Group, LLC within fifteen (15) days of the effective date. The retail agent is responsible to report any premium changes to the finance company.

CIG-Agent (2014)

## **ADDITIONAL LIABILITY EXCLUSIONS**

It is understood and agreed that:

- A. Coverages E (Personal liability) and Coverage F (Medical Payments) do not apply to "bodily injury":
  - 1. Arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or man-made.
  
- B. Coverage E – Personal liability does not apply to liability:
  - 1. Arising from a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
  - 2. Arising from any act, error or omission in respect of the provision of employee benefits of any kind by **you**.
  
- C. This insurance shall not apply to fines, penalties, punitive damages, exemplary or non compensatory damages, or any damages resulting from the multiplication of compensatory damages.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

## **FIREARM LIMITATION**

It is understood and agreed that our limit of liability for Coverage – Personal liability and Coverage – Medical Payments to others is limited to \$2,500 in respect of "bodily injury" or "property damage" arising out of the use, ownership or maintenance of any firearm.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

### **MICROORGANISM EXCLUSION (ABSOLUTE)**

This Policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA5018

14/09/2005



## **Brush Clear Space Warranty**

### **BRUSH CLEAR SPACE WARRANTY**

You must ensure that the minimum distance from the native brush or other natural vegetative growth to any portion of your building(s) insured under this policy, or to your property boundary whichever is the lesser, is the minimum distance stipulated by any local city or state ordinance.

Cultivated planting (other than native growth) is permitted in this space provided such planting will not readily transmit fire from the native growth to the building(s).

Failure to comply with this condition will render this insurance null and void.

CIG-T1010

All other provisions of this policy apply. All other terms and conditions remain unchanged.

## **TOTAL LOSS EARNED PREMIUM CLAUSE**

Notwithstanding anything contained in this insurance to the contrary, it is understood and agreed that in the event of the cancellation of this insurance there shall be no return of any premium in the event of a total or constructive total loss of the "residence premises".

For the purposes of this insurance total or constructive total loss shall mean a loss where the cost to repair or replace would exceed 80% of the full replacement cost of the "residence premises".

CIG-T011

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

NMA1191

07/05/1959

## **SERVICE OF SUIT CLAUSE (USA)**

This Service of Suit Clause will not be read to conflict with or override the obligation of the parties to arbitrate their disputes as provided for in an Arbitration provision with this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving dispute arising out of the contact of Insurance (or reinsurance).

It is agreed that in the event of the failure for the Underwriters heron to pay any amount claimed to be due hereunder, the Underwriters heron , at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction with the United States. Nothing in the Clause constitutes or should be understood to constitute a waiver of Underwriters' right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, New York and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriter in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriter heron hereby designate the Superintendent, Commissioner or Direct of Insurance or other office specified for that purpose in the stature, of this successor or successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contact of insurance (or reinsurance), and hereby designate that above-named as the person to whom the said office is authorized to mail such process or a true copy thereof.

14/09/2005

NMA5020

Form approved by Lloyd's Market Association

## **CANCELLATION CLAUSE**

This Insurance may be cancelled by the Insured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter (except for non-payment of premium where 10 days thereafter), the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured the Underwriters shall retain the customary short rate proportion of the premium hereon, subject to a minimum earned premium of 25% as of inception; any conditions of the Policy to the contrary notwithstanding.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

20/4/61  
NMA1331 (amended)

## ASBESTOS ENDORSEMENT

A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
  2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
  3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
  4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
    - (i) any faults in the design, manufacture or installation of the asbestos;
    - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

LMA5019

14/09/2005

## WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2918

### **Biological or Chemical Materials Exclusion**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/2003



## **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW 1135B

## ELECTRONIC DATA ENDORSEMENT B

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire  
Explosion

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NMA 2915

25/01/2001

## SEEPAGE & POLLUTION, LAND, AIR WATER EXCLUSION & DEBRIS REMOVAL ENDORSEMENT

### LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

### SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

### DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also

insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;

(a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and

(b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.

2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):

(a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and

(b) the amount of such costs or expenses as limited in (a) above shall be added to:

(i) the amount of the Damage or Destruction; and

(ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

NMA2340

24/11/1988

### **Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

CIG-T9920

## **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of the individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

## **PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non-payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60 day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 60 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08  
LSW3001

## APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

LMA5021

14/09/2005



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ACTUAL CASH VALUE LOSS SETTLEMENT

### CONDITIONS

Paragraph E. **Loss Settlement** is deleted and replaced by the following:

#### E. **Loss Settlement**

Covered property losses shall be settled at actual cash value at the time of loss but shall not be settled at more than the amount required to repair or replace.

All other provisions of this policy apply.

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

## **FAIR RENTAL VALUE AND ADDITIONAL LIVING EXPENSE**

**COVERAGES** is amended as follows:

**F. Other Coverages** item **5. Rental Value and Additional Living Expense** is replaced with the following:

**5. Rental Value and Additional Living Expense**

The limit of liability for loss of both fair rental value as described in Coverage **D** and additional living expense as described in Coverage **E** is the limit shown in the Declarations for **Coverage D – Fair Rental Value** and **Coverage E - Additional Living Expense**.

All other provisions of the policy apply.

## PROPERTY CYBER AND DATA ENDORSEMENT

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

### Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
  - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400

11 November 2019

*Replace with LMA5400*

## ELECTRONIC DATA ENDORSEMENT B

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire  
Explosion

### 2) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

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

## **OTHER STRUCTURES**

**COVERAGES** is amended as follows:

**F. Other Coverages** item **1. Other Structures** is replaced with the following:

**1. Other Structures**

The limit of liability for loss by a Peril Insured Against to other structures described in Coverage **B** is the limit shown in the Declarations for **Coverage B – Other Structures**.

This coverage is additional insurance.

All other provisions of the policy apply.

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

## **WATER LIMITATION ENDORSEMENT**

There is a \$2,500 limitation for any loss caused directly or indirectly by any of the following. Such loss includes this limitation regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Accidental discharge or overflow of water or steam from within a plumbing, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
2. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.
3. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.
4. Includes any loss related to radiant heat or any type of radiant heat system.

All other provisions of this policy apply.

## COASTAL WIND AND HAIL EXCLUSION

Under PERILS INSURED AGAINST, Windstorm Or Hail is excluded when the dwelling is located within 75 miles of "coastal water". "Coastal water" means the Atlantic Ocean and Gulf of Mexico. "Coastal water" does not include rivers, lakes or ponds.

Wind is also excluded for all islands of the State of Hawaii.

All other terms, conditions, exclusions and agreements of this policy shall remain unchanged.



## DESCRIBED LOCATION

Described Location means the location of the dwelling at the time of loss. That location may be different than the location address listed in the Declarations.

All other terms, conditions, exclusions and agreements of this policy shall remain unchanged.

## ILLEGAL SUBSTANCE OR CONTROLLED SUBSTANCE EXCLUSION

Under **GENERAL EXCLUSIONS** the following is added:

### **Illegal Substance Or Controlled Substance**

Illegal Substance Or Controlled Substance means:

Loss caused by the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or the illegal possession of a controlled substance as defined by any federal or state law. Such substances include but are not limited to lysergic acid diethylamide (LSD), methamphetamines, marijuana and all narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

All other terms, conditions, exclusions and agreements of this policy shall remain unchanged.

## LIABILITY EXCLUSION WHILE ATTACHED TO A “MOTOR VEHICLE”

Under **EXCLUSIONS** the following is added:

Coverages **L** and **M** do not apply to any “bodily injury” or “property damage” arising out of any “occurrence”:

- A. While a “residence premises” without a wheeled chassis is located on a trailer or similar land conveyance which is attached to a “motor vehicle”; or
- B. While a dwelling that is built on a wheeled chassis is attached to a “motor vehicle” either by the hitch attached to the chassis or by a trailer or similar land conveyance;

All other terms, conditions, exclusions and agreements of this policy shall remain unchanged.

## POLICY TERRITORY

For the purpose of this endorsement, "policy territory" means the 48 contiguous states of the United States of America.

We will not pay for a loss to your dwelling or covered personal property:

- A. if the loss occurred; or
- B. while your dwelling or covered personal property is located;

outside the "policy territory".

All other terms, conditions, exclusions and agreements of this policy shall remain unchanged.

## TRAILER EXCLUSION

Under **COVERAGES, C. Coverage C – Personal Property, 2. Property Not Covered** the following is added:

Trailers or a similar land conveyance that is able to be towed by a motor vehicle.

All other terms, conditions, exclusions and agreements of this policy shall remain unchanged.

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

## **ACTUAL CASH VALUE DEFINED**

The following definition is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

All other provisions of this policy apply.

## TRIP COLLISION COVERAGE

For the purposes of this endorsement,

“collision” means:

1. Collision of your dwelling with the roadbed or another object other than the towing vehicle while your dwelling is being moved; or
2. Upset of your dwelling while your dwelling is being moved.

Under PERILS INSURED AGAINST the following is added:

### **Collision**

This peril means loss to your dwelling caused by “collision”. This peril does not include damage to only tires, wheels or axles. This only applies to COVERAGE A.

Should there be a claim considered to be a constructive total loss or non-repairable loss the following coverages are granted:

Towing: Maximum of \$1,500.00 any one occurrence

Debris Removal: \$1,000 any one occurrence

Coverage D (loss of use): maximum of \$1,000 any one occurrence with a maximum of 30 days.

All other terms, conditions, exclusions and agreements of this policy shall remain unchanged.

**NOTICE:  
FIRE EXTINGUISHER APPLIANCE**

It is warranted that the insured has a suitable fire extinguisher fitted in the home

Failure by the insured to comply with any of the above could render this insurance null and void.



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

## LIMITED THEFT COVERAGE

### SCHEDULE

Coverage	Limit Of Liability
On Premises	\$ EXCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

For the Limit Of Liability shown in the Schedule above for this coverage, we insure against direct physical loss to personal property owned or used by you caused by the Perils Insured Against named below.

#### A. Perils Insured Against

1. Theft, including attempted theft.
2. Vandalism or malicious mischief as a result of theft or attempted theft. This peril does not include loss:
  - a. At the Described Location; and
  - b. Any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief;
 

if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

#### B. Definitions

The following definitions apply to the coverage provided by this endorsement:

1. "Business" means:
  - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
  - b. Any other activity engaged in for money or other compensation, except the following:
    - (1) One or more activities, not described in (2) through (4) below, for which you receive no more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - (4) The rendering of home day care services to your relative.
2. "Residence employee" means:
  - a. Your employee, or an employee leased to you by a labor leasing firm, under an agreement between you

and the labor leasing firm, whose duties are related to the maintenance or use of the Described Location, including household or domestic services; or

- b. One who performs similar duties elsewhere not related to your "business".

A "residence employee" does not include a temporary employee who is furnished to you to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

#### C. Coverages And Limits Of Liability

##### 1. On-premises Coverage

The Limit Of Liability shown in the Schedule for this coverage is the most we will pay for any one covered loss at the Described Location.

Coverage applies while the property is:

- a. At the Described Location if the property is:
  - (1) Owned or used by you; or
  - (2) Owned by a "residence employee"; or
- b. Placed for safekeeping in any:
  - (1) Bank, trust or safe deposit company;
  - (2) Public warehouse; or
  - (3) Occupied dwelling not owned, rented to or occupied by you.

##### 2. Special Limits Of Liability

These limits do not increase the Limit of Liability applicable to On-premises Coverage. The special limit for each category shown below is the total limit for each loss for all property in that category.

- a. \$1,500 on watercraft of all types including their:
  - (1) Trailers;
  - (2) Furnishing;
  - (3) Equipment; and
  - (4) Outboard motors.
- b. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- c. \$2,500 on firearms and related equipment.

### 3. Property Not Covered

We do not cover:

- a. Loss caused by:
  - (1) A tenant, roomer or boarder;
  - (2) Member of the tenant's household, or their employees;
- b. Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- c. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, personal records, tickets and stamps;
- d. Jewelry, watches, furs, precious and semiprecious stones;
- e. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
- f. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- g. Motor vehicles or all other motorized land conveyances. This includes their equipment and parts while such property is in or upon the vehicle or conveyance.

However, this Paragraph 3.g. 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 the electrical system of motor vehicles and all other motorized land conveyances.
- (2) Motor vehicles or other motorized land conveyances 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;

- h. Property held as a sample or for sale or delivery after sale;
- i. "Business" property;
- j. Animals, birds or fish;
- k. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds; or
- l. Property separately described and specifically insured by any other insurance.

### D. Conditions

- 1. Under Condition E. **Duties After Loss**, the following paragraph is added:
  - 7. Notify the police in case of loss by theft.
- 2. Condition I. **Other Insurance And Service Agreement**, with respect to the coverage provided by this endorsement, is replaced by the following:
  - I. **Other Insurance And Service Agreement**

If a loss covered by this endorsement is also covered by:

    - 1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss; or
    - 2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a:
      - a. Service plan;
      - b. Property restoration plan;
      - c. Home warranty; or
      - d. Other similar service warranty agreement; even if it is characterized as insurance.

All other provisions of this Policy apply.

## PERSONAL LIABILITY

### AGREEMENT

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

### DEFINITIONS

- A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.
- 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 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.
  2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  3. "Business" means:
    - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b. Any other activity engaged in for money or other compensation, except the following:
      - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4) The rendering of home day care services to a relative of an "insured".
  4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  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;
    - 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 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
    - d. With respect to a "motor vehicle" to which this Policy applies:
      - (1) Persons while engaged in your employ or that of any person described in 5.a. or b.; or
      - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this Policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

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.
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.
8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  - a. "Bodily injury"; or
  - b. "Property damage".
9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
10. "Residence employee" means:
  - a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
  - b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
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.

## LIABILITY COVERAGES

### A. Coverage L – 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
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 "occurrence" has been exhausted by payment of a judgment or settlement.

### B. Coverage M – 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:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

## EXCLUSIONS

### A. "Motor Vehicle Liability"

1. Coverages **L** and **M** 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. 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:
      - (a) On an "insured location" as defined in Definition **B.6.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. A motorized golf cart that is owned by an "insured", designed to carry up to four 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. "Watercraft Liability"**

1. Coverages **L** and **M** 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 or rented to an "insured"; or
- c. Is not a sailing vessel and is powered by:
  - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
    - (a) 50 horsepower or less and not owned by an "insured"; or
    - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
  - (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) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
      - (i) You declare them at policy inception; or
      - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

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

**C. "Aircraft Liability"**

This Policy does not cover "aircraft liability".

**D. "Hovercraft Liability"**

This Policy does not cover "hovercraft liability".

**E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**

Coverages **L** and **M** do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion E.1. does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

## 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. 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;

## 3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

## 4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured";

that is not an "insured location";

## 5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

## 6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

## 7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

## 8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

Exclusions A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Aircraft Liability", D. "Hovercraft Liability" and E.4. "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

## F. Coverage L – Personal Liability

Coverage L does not apply to:

### 1. Liability:

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;

b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in a. above or elsewhere in this Policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this Policy:

a. Is also an insured under a nuclear energy liability policy issued by the:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada;

or any of their successors; or

- b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definition 5.a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

- a. Repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

**G. Coverage M – Medical Payments To Others**

Coverage M does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

  - d. Any consequence of any of these; or
- 4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**A. Claim Expenses**

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage L limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and

- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

**C. Damage To Property Of Others**

- 1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. We will not pay for "property damage":
  - a. Caused intentionally by an "insured" who is 13 years of age or older;
  - b. To property owned by an "insured";
  - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - d. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion d.(3) does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**CONDITIONS**

**A. Limit Of Liability**

Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Coverage L Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage M Limit Of Liability shown in the Declarations.

**B. Severability Of Insurance**

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

### **C. Duties After "Occurrence"**

In case of an "occurrence", 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:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the Policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to Paragraph C. Damage To Property Of Others under Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. 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 "bodily injury".

### **D. Duties Of An Injured Person – Coverage M – Medical Payments To Others**

1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

### **E. Payment Of Claim – Coverage M – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

### **F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this Policy.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage L can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

### **G. Bankruptcy Of An "Insured"**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

### **H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

### **I. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

### **J. Subrogation**

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage M or Paragraph C. Damage To Property Of Others under Additional Coverages.

### **K. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements; relating to this insurance.



## **Premise Liability**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SCHEDULE**

**LOCATION: See Declarations Page**

DL 24 01 07 14 Personal Liability is modified or changed as follows:

### **DEFINITIONS**

Definition 6. If the dwelling is rented to others the "insured location" is extended to include the premises shown in the Declarations page above.

### **LIABILITY COVERAGES**

Coverage L - Personal Liability and Coverage M - Medical Payments To Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the:

1. Ownership;
2. Maintenance;
3. Occupancy; or
4. Use;

of the premises shown in the Schedule.

### **EXCLUSIONS**

If the Dwelling listed in the declarations page is rented to to others the Exclusion E.2. "business" does not apply to the rental or holding for rental of the premises shown in the Schedule.

All other provisions of this Policy apply.

CIG-T9921

## NO COVERAGE FOR HOME DAY CARE BUSINESS ADVISORY NOTICE TO POLICYHOLDERS

**CAUTION:** This is a summary of the coverage provided in your Personal Liability Policy for Home Day Care services. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverage you are provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL. PLEASE READ YOUR POLICY CAREFULLY.**

- A. "Business", as defined in the Policy, means:
1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
  2. Any other activity engaged in for money or other compensation, except the following:
    - a. One or more activities:
      - (1) Not described in b. through d. below; and
      - (2) For which no insured receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - b. Volunteer activities for which no money is received, other than payment for expenses incurred to perform the activity;
    - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - d. The rendering of home day care services to a relative of an insured.
- B. If you or any other insured regularly provides home day care services to a person or persons other than you or any other insureds as their trade, profession or occupation, that service is a "business".
- C. If home day care service is not your or any other insured's given trade, profession or occupation but is an activity:
1. That you or any other insured engages in for money or other compensation; and
  2. From which you or any other insured receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;
- the home day care service and other activity will be considered a "business".
- D. With respect to C. above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
1. Described in A.2. above; and
  2. Engaged in for money by you or any other insured;
- may be considered a "business" if the \$2,000 threshold is exceeded.
- E. With respect to A. through D. above, coverage does not apply with respect to home day care service which is a "business". This Policy does not provide coverage because your "business" or the "business" of another insured is excluded under Exclusion E.2.

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

## **SPECIFIC BREED ANIMAL EXCLUSION**

Under EXCLUSIONS - E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others, the following exclusion is added:

### **Specific Breed Of Animal**

- a. "Bodily injury" or "property damage" arising out of any "occurrence" involving any animal or breed of dog listed below owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family, household, or tenant of the "residence premises"; or
- b. Loss or expense arising out of any "occurrence" involving any animal or breed of dog listed below owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family, household, or tenant of the "residence premises".

#### Animal:

- (1) Any animal with a previous bite history;
- (2) Snakes;
- (3) Monkeys;
- (4) Ostriches.

#### Breed of Dog:

- (1) Akita;
  - (2) Anatolian Shepherd;
  - (3) Chow;
  - (4) Doberman;
  - (5) Pit Bull;
  - (6) Rottweiler;
  - (7) Presa Canario
  - (8) Wolf;
  - (9) Wolf Hybrids;
  - (10) A mix of any of the above breeds with any other breed whether listed above or not.
- c. This exclusion does not apply to heat, smoke or fumes from a hostile fire, if the hostile fire was caused by an excluded animal or dog.

All other provisions of this policy apply.

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

## **LIVESTOCK EXCLUSION**

Under EXCLUSIONS - E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others, the following exclusion is added:

### **Livestock**

- a. Bodily injury" or "property damage" arising out of any "occurrence" involving any livestock, raised for any purpose, listed below owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family or household, or tenant of the "Residence Premises"; or
- b. Loss or expense arising out of any "occurrence" involving any livestock, raised for any purpose, listed below owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family or household, or tenant of the "Residence Premises".

#### Livestock:

- (1) Buffalo;
- (2) Cattle;
- (3) Deer;
- (4) Donkey;
- (5) Elk;
- (6) Emus;
- (7) Goats;
- (8) Horses;
- (9) Llamas;
- (10) Moose;
- (11) Mules;
- (12) Poultry;
- (13) Reindeer;
- (14) Sheep;
- (15) Swine

- c. This exclusion does not apply to heat, smoke, or fumes from a hostile fire, if hostile fire was caused by excluded livestock.

All other provisions of this policy apply.

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

## **ALL TERRAIN VEHICLE EXCLUSION**

Under **EXCLUSIONS – E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**, the following exclusion is added:

### **All Terrain Vehicle**

- a. "Bodily injury" or "property damage" arising out of any "occurrence" involving any all terrain vehicle, motorcycle or go carts owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family or household; or
- b. Loss or expense arising out of any "occurrence" involving any all terrain vehicle, motorcycle or go carts owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family or household.

All other provisions of this policy apply.

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

## **SWIMMING POOL OR SPA EXCLUSION**

Under EXCLUSIONS - E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others, the following exclusion is added:

### **Swimming Pool Or Spa**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of a swimming pool or spa (hot tub) that is located on the "insured location".

All other provisions of this policy apply.

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

## **TRAMPOLINE EXCLUSION**

Under **EXCLUSIONS - E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**, the following exclusion is added:

### **Trampoline**

- a. "Bodily injury" or "property damage" arising out of any "occurrence" involving any trampoline owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family or household or tenant of the **residence premises**; or
- b. Loss or expense arising out of any "occurrence" involving any trampoline owned by, or in the care, custody, or control of the "insured" or any member of the "insured's" family or household or tenant of the **residence premises**.

This exclusion applies to all stairs used to access the trampoline whether permanently attached to the trampoline or not.

All other provisions of this policy apply.

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

**SEXUAL MOLESTATION, CORPORAL PUNISHMENT  
OR PHYSICAL OR MENTAL ABUSE EXCLUSION**

Under EXCLUSIONS – E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others, number 7. is deleted and replaced by the following:

**Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse.**

Coverage afforded by this policy **does not** apply to any alleged or actual “bodily injury” or “property damage” arising out of:

- A. the actual, threatened or alleged:
  - 1. physical abuse or corporal punishment of any kind committed by any person, whether or not with the actual or constructive consent or participation of any “insured”;
  - 2. emotional or mental abuse of any kind committed by any person, whether or not with the actual or constructive consent or participation of any “insured”; or
  - 3. sexual abuse; molestation; licentious, immoral or sexual behavior of any kind committed by any person, whether or not with the actual or constructive consent or participation of any “insured”; or
- B. the failure of any “insured,” member of the household or anyone else for whom an “insured” is legally responsible to prevent or suppress any such actual or threatened behavior; and/or
- C. the negligent selection, employment, training, supervision, or retention of any person whose conduct is described in A.1., A.2. and/or A.3.above; or,
- D. the erroneous, mistaken or negligent reporting of the above described acts to proper authorities, or the failure to report such acts.

We shall have no duty to defend any claim or suit that includes any of the above claims, regardless of the circumstances involved in the claim or suit, even though the allegations may be groundless, false or fraudulent.

All other provisions of this policy apply.



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

## **PUNITIVE DAMAGES EXCLUSION**

This insurance does not apply to any claim of or indemnification for punitive or exemplary damages. If a suit seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages. This endorsement does not exclude wrongful death punitive damages.

All other provisions of this policy apply.

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

## **MOLD EXCLUSION**

Under EXCLUSIONS – E. Coverage L - Personal Liability And Coverage M - Medical Payments To Others the following exclusion is added:

### **Mold**

- a. "Bodily injury" or "property damage" arising out of any claim or suit of any kind, whether occurring independently or if directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or other fungi and their secretions of any kind whatsoever.
- b. We do not cover any loss, cost or expense arising out of, caused by, contributed to, or aggravated by mold, mildew or fungi.
- c. We do not cover any loss, cost or expense arising out of any request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or any way respond to, or assess the effects of, "fungi", wet or dry rot or bacteria.
- d. We will not defend or indemnify you or any "insured" with respect to any claim or lawsuit seeking such damages.
- e. This exclusion applies to the policy and any and all attached endorsements.

This exclusion does not apply to damage caused by heat, smoke or fumes from a hostile fire.

All other provisions of this policy apply.

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

## **HAZARDOUS SUBSTANCES EXCLUSION**

Under **DEFINITIONS**, the following definition is added:

"Hazardous substances" include asbestos, benzene, gasoline, lead, mercury, any pollutants, toxins, chemical waste, biological waste, nuclear waste, and any other materials that cause or are alleged to cause injury or harm to any person or damage to property.

Under **EXCLUSIONS - E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**, the following exclusion is added:

### **Hazardous Substances**

- a. "Bodily injury" or "property damage" arising out of contact or exposure to "hazardous substances"; or
- b. Other loss or expense arising out of contact or exposure to "hazardous substances."

This exclusion does not apply to damage caused by heat, smoke or fumes from a hostile fire.

All other provisions of this policy apply.

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

## **ASSAULT AND BATTERY EXCLUSION**

Under EXCLUSIONS - E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others, the following exclusion is added:

### **Assault And Battery**

"Bodily injury" or "property damage". arising out of:

- a. Actual, threatened or alleged assault and/or battery committed by any person, whether or not with the actual or constructive consent or participation of any "insured."
- b. The failure of any "insured" or anyone else for whom an "insured" is legally responsible to prevent or suppress any such actual or threatened assault and/or battery; or
- c. The negligent selection, employment, training, supervision, or retention of any person whose conduct is described in A and/or B above.

Assault and/or battery regarding A, B and C above is not an "occurrence" as defined in this policy.

We shall have no duty to defend any claim or suit that includes any of the above claims or allegations, regardless of the circumstances involved in the claim or suit, even though the allegations may be groundless, false or fraudulent.

All other provisions of this policy apply.

**NOTICE:**  
**EXCLUSION OF MARIJUANA ITEMS AND MARIJUANA ACTIVITIES**

If you have purchased Personal or Premises Liability coverage, marijuana items and marijuana activities are subject to the following exclusion:

Under **EXCLUSIONS**, section **E.**, item **8.**:

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Please read your policy carefully for all other terms, exclusions, and conditions that may apply.

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

## **SHORT TERM RENTALS**

**SHORT TERM RENTALS** are defined as any rental period of less than 6 months with a lease agreement.

The deductible for the policy for all perils except wind is amended to \$5000.00 (Five Thousand Dollars) while the property is being used as a short term rental.

**PERILS INSURED AGAINST** is amended as follows:

**8. Vandalism Or Malicious Mischief**

This peril does not include loss:

- b.** To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant or;
- c.** To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling is being used as a short term rental.

**9. Damage By Burglars**

This peril does not include:

- a.** Theft of property; or
- b.** Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.
- c.** Damage caused by burglars while the dwelling is being rented as a short term rental.

All other provisions of the policy apply.

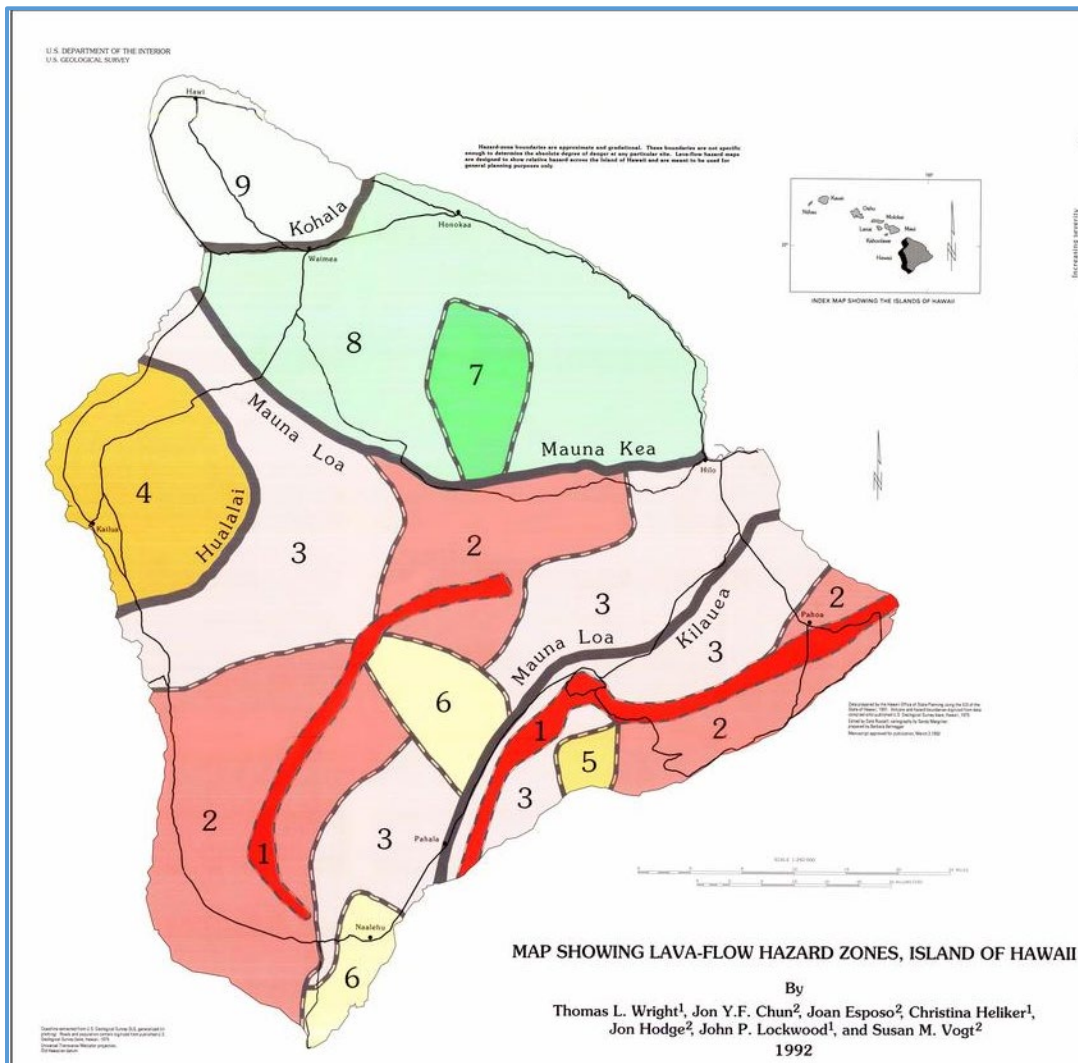
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## HAWAII LAVA ZONES 1 AND 2 EXCLUSION

It is hereby understood and agreed that there is no coverage provided under this policy when the dwelling is located within Hawaii Lava Zones 1 and 2, as defined below, and shown on the map below:

### DEFINITIONS:

Zones are determined from: <https://www.usgs.gov/>



All other provisions of this policy apply.

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

## **ACTUAL CASH VALUE CO-INSURANCE CLAUSE**

It is hereby made a condition of this Policy that the Insured shall at all times maintain Insurance equivalent to 80%\* of the actual cash value of the property insured hereby, and that failing to so the Insured shall be their own insurer to the extent of any deficit and bear a rateable proportion of any loss accordingly.

\* If not otherwise specified in the Declarations