



Openly
131 Dartmouth St., 3rd Floor
Boston, MA 02116

July 25, 2023

JENNIFER JOHNSON
18421 SALVADOR RD
EDMOND, OK 73012

Dear JENNIFER JOHNSON:

On behalf of Ascent Insurance Group, LLC, we thank you for protecting your most valuable possessions with Openly.

Please take a moment to review the documents that are included in this packet. Each customers' insurance needs are unique. Please make sure that the information listed on your policy is accurate and also that the coverages match your desired coverage needs. This will help guarantee that you have the right coverage when you need it most, during a claim.

If life events have caused changes to how you utilize your home, for example perhaps you now rent the home or have renovated the home, please contact your agent at Ascent Insurance Group, LLC to ensure that you have the correct coverages.

Openly prides itself on offering a variety of ways to contact us. If you have questions, need to file a claim or update coverages, you can reach out to your agent or Openly directly:

Contact Information

Service (phone): (857) 990-9080
Service (email): service@openly.com
Claims (phone): (857) 990-9080
Claims (email): claims@openly.com

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Bacon".

Christopher Bacon
Chief Operating Officer



Key Policy Information

<p>Contact Information</p> <p>JENNIFER JOHNSON 18421 SALVADOR RD EDMOND, OK 73012</p>	<p>Your Agency is</p> <p>Ascent Insurance Group, LLC 17308 N MAY AVE EDMOND, OK 73012</p>
<p>The Insured Location ("Residence Premises") is located at</p> <p>18421 SALVADOR RD EDMOND, OK 73012</p>	<p>Customer Support</p> <p>Phone: (857) 990-9080 Email: service@openly.com</p>
<p>Policy Number</p> <p>BQ01-XMAAWJ</p>	<p>Policy Premium</p> <p>\$3,577.07 (\$3,527.07 policy premium + \$50.00 policy fee)</p> <p><i>This is not a bill. You will be billed separately for this transaction.</i></p>
<p>Policy Period</p> <p><i>The policy period is from September 24, 2023 at 12:01 A.M. STANDARD TIME to September 24, 2024 at 12:01 STANDARD TIME at the Residence Premises.</i></p>	<p>Your Insurer</p> <p>Rock Ridge Insurance Company (a Stock Insurance Company, NAIC 11089) 200 South College Street Suite 2250 Charlotte, NC 28202 Phone: (787) 339-2100</p>

Coverage Information

Section I Coverage Limits

<p>Coverage A (Dwelling)</p>	<p>Guaranteed replacement up to \$5 million</p>
<p>Coverage B (Other Structures)</p>	<p>\$69,919</p>
<p>Coverage C (Personal Property)</p>	<p>\$381,377</p>
<p>Coverage D (Loss of Use)</p>	<p>\$139,838</p>



Section II Coverage Limits

Coverage E (Liability)	\$1,000,000
Coverage F (Medical Payments)	\$10,000

Deductibles

Section 1 Deductible	\$1,000
Wind/Hail Deductible	\$2,500

Fungi, Rot, Bacteria

Property Damage Limit	\$10,000
Liability Limit	\$50,000

Roof Details

Roof Settlement Type	Replacement Cost
Roof Age	6
Roof Material	Architectural Shingles

Optional Coverages

Additional Coverage Options	Coverage Limit/Deductible	Premium
Earthquake	N/A/Not Covered	\$0.00
Earthquake Loss Assessment	N/A	\$0.00
Equipment Breakdown	N/A	\$0.00
Home Under Construction	No	\$0.00



Loss Assessment	\$100,000	Included
Home Sharing	No	\$0.00
Mine Subsidence	\$0	\$0.00
Personal Cyber	\$25,000/\$500	\$41.00
Service Line	\$10,000/\$500	\$45.00
Sinkhole	No	\$0.00
Supplementary Boat Hull	\$0	\$0.00
Water Back-up - Coverage Type - Coverage Limit	Full Coverage N/A	\$21.58

Blanket Coverage

Category	Limit	Premium
Art	\$0	\$0.00
Attire	\$0	\$0.00
Cameras	\$0	\$0.00
Collectables	\$0	\$0.00
Computers	\$0	\$0.00
Fine China/Crystal	\$0	\$0.00
Firearms	\$0	\$0.00
Jewelry	\$0	\$0.00



Musical Instruments	\$0	\$0.00
Rare Coins	\$0	\$0.00
Silverware	\$0	\$0.00
Stamps	\$0	\$0.00
Trading Cards	\$0	\$0.00
Wine	\$0	\$0.00



Additional Parties

Named Insureds		
Name	Date of Birth	Mailing Address
JENNIFER JOHNSON	May 31, 1971	18421 SALVADOR RD, EDMOND, OK 73012
Dane R Johnson	December 24, 1967	18421 SALVADOR RD, EDMOND, OK 73012

Mortgage Lender			
Name	Mailing Address	Loan Number	Fax
CORNERSTONE HOME LENDING INC, ISAOA/ATIMA	PO Box 961254, Fort Worth, TX 76161	0166454652	



Policy Forms and Endorsements:

The following forms and endorsements are applicable to your policy

Form Number	Edition Number	Description
HO 00 05	05 11	Base HO-5 Contract
HO 04 27	05 11	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
HO 04 43	05 11	Replacement Cost for Certain Non-Building Structures
HO 06 55	02 17	Rental/Homeshare Exclusion
HO 34 02	02 17	Aircraft Liability Exception
HO 01 35	04 19	OK Special Provisions
HO 03 45	12 02	Fraud Notice
OPP-010	07 19	Openly Additional Homeowners Program Enhancement Endorsement
OPP-012	07 19	Coverage B - Other Structures Away from the Residence Premises
OPP-014	07 19	Owned Motorized Golf Cart Physical Loss Coverage
OPP-015	09 19	Personal Injury Coverage - HO
OPP-017	07 19	Full Coverage Water Back-Up and Sump Discharge or Overflow Coverage
OPP-018	07 19	Windstorm or Hail Deductible
OPP-021	07 19	Buried Utility Lines
OPP-023	12 20	Personal Cyber
OPP-027	07 19	Inflation Guard



OPP-032	09 19	Openly General Program Enhancement Endorsement
OPP-101	07 19	Escaped Fuel Exclusion
OPP-102	07 19	Lead Exclusion
OPP-103	07 19	Seepage Exclusion
OPP-220	09 21	Openly Privacy Notice
IL P 001	01 04	OFAC Advisory Notice to Policyholders

Additional Information

This policy does not provide Earthquake coverage and as such, this policy does not cover direct physical losses caused by earthquake(s), including land shock waves or tremors before, during or after a volcanic eruption.

This policy does not provide Flood coverage and as such, this policy does not cover flood damages, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.



Christopher Bacon
Chief Operating Officer
Openly Inc



Jerome Breslin
President & CEO
Rock Ridge Insurance Company

HOMEOWNERS 5 – COMPREHENSIVE 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

- 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; or

c. Under Section II:

- (1)** With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **5.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2)** With respect to a "motor vehicle" to which this policy applies:
 - (a)** Persons while engaged in your employ or that of any person described in **5.a.** or **b.**; or
 - (b)** Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, 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.

SECTION I – PROPERTY COVERAGES

A. Coverage A – Dwelling

1. We cover:

- a.** The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and

- b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

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

C. Coverage C – Personal Property

1. Covered Property

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

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

2. Limit For Property At Other Locations

a. Other Residences

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

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

b. Self-storage Facilities

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

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

3. Special Limits Of Liability

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

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$1,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".
- j. \$1,500 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals;
 - (2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and
 - (3) Is in or upon a "motor vehicle".
- k. \$250 on antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".

This includes a "motor vehicle's" equipment and parts.

However, this Paragraph 4.c. does not apply to:

- (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
- (2) "Motor vehicles" not required to be registered for use on public roads or property which are:
 - (a) Used solely to service a residence; or
 - (b) Designed to assist the handicapped;
- d. 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;
- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided under E.10. Landlord's Furnishings under Section I – Property Coverages;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such 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;

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**; or
- k. Water or steam.

D. Coverage D – Loss Of Use

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

1. Additional Living Expense

If a loss covered under Section **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

2. Fair Rental Value

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

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

3. Civil Authority Prohibits Use

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

4. Loss Or Expense Not Covered

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

E. Additional Coverages

1. Debris Removal

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

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:
 - (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
 - (2) A neighbor's trees felled by a Peril Insured Against;
provided the trees:
 - (3) Damage a covered structure; or
 - (4) Do not damage a covered structure, but:
 - (a) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
 - (b) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

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

This coverage is additional insurance.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage 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, described in **C.4.** under Section I – Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", 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 a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. 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.

5. 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.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. We will pay up to \$500 for:

- (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

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

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or
 - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in **a.** above applies, the following defense provisions also apply:

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2) If a suit is brought against an "insured" for liability under **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.

- (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against, other than:

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

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph Q. Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

This Additional Coverage applies to property covered under Coverages A and B.

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional 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 Additional 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; or

- (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 under Coverages A and B;

- (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 an "insured" 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 an "insured" 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.

9. 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 "residence premises" 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 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.

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused only by the following Perils Insured Against:

a. Fire Or Lightning

b. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to 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.

c. Explosion

d. Riot Or Civil Commotion

e. Aircraft

This peril includes self-propelled missiles and spacecraft.

f. Vehicles

g. 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.

h. Vandalism Or Malicious Mischief

i. Falling Objects

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

j. Weight Of Ice, Snow Or Sleet

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

k. Accidental Discharge Or Overflow Of Water Or Steam

(1) 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.

(2) This peril does not include loss:

(a) To the system or appliance from which the water or steam escaped;

(b) Caused by or resulting from freezing except as provided in **m.** Freezing below;

(c) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or

(d) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

(3) 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.

I. 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.

We do not cover loss caused by or resulting from freezing under this peril.

m. Freezing

(1) 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:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

(2) 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.

n. 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.

o. Volcanic Eruption

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

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

11. Ordinance Or Law

a. You may use up to 10% of the limit of liability that applies to Coverage A for 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. 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.

c. 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 any "insured" 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.

12. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

We insure against direct physical loss to property described in Coverages **A**, **B** and **C**.

We do not insure, however, for loss:

A. Under Coverages **A**, **B** and **C**:

1. Excluded under Section I – Exclusions;
2. Caused by:

a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

- (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.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio or swimming pool;
- (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4) Pier, wharf or dock;

c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or
- (2) A storm drain, or water, steam or sewer pipes, off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

e. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
- (3) Smog, rust or other corrosion, or dry rot;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against in **a.** through **o.** as listed in **E.10. Landlord's Furnishings** under Section I – Property Coverages.

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;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, rodents or insects;

- (8) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (9) Animals owned or kept by an "insured".

Exception To 2.e.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **A**, **B** or **C** resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. 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 "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

Section **I** – Exclusion **A.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 **d.** and **e.** above.

Under **2.a.** through **e.** above, any ensuing loss to property described in Coverages **A**, **B** and **C** not precluded by any other provision in this policy is covered.

B. Under Coverages A and B:

- 1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

- 2. Involving collapse, including any of the following conditions of property or any part of the property:

- a. An abrupt falling down or caving in;
- b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- c. Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **a.** or **b.** above;

other than as provided in **E.8**. Collapse under Section **I** – Property Coverages. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

C. Under Coverage C caused by:

- 1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of the property by or resulting from:

- a. Fire, lightning, windstorm, hail;
- b. Smoke, other than smoke from agricultural smudging or industrial operations;
- c. Explosion, riot, civil commotion;
- d. Aircraft, vehicles, vandalism and malicious mischief;
- e. Collapse of a building or any part of a building;
- f. Water not otherwise excluded;
- g. Theft or attempted theft; or
- h. Sudden and accidental tearing apart, cracking, burning or bulging of:

- (1) A steam or hot water heating system;
- (2) An air conditioning or automatic fire protective sprinkler system; or
- (3) An appliance for heating water;

- 2. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- 3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- 4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors; or

5. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage **C** not precluded by any other provision in this policy is covered.

SECTION I – EXCLUSIONS

A. 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 **A.1.a.** does not apply to the amount of coverage that may be provided for in **E.11**. Ordinance Or Law under Section I – Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" 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 **A.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 **A.2.** applies regardless of whether any of the above, in **A.2.a.** through **A.2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.2.a.** through **A.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, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this exclusion.

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

This Exclusion **A.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, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

This exclusion does not apply to property described in Coverage **C** that is away from a premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in Coverage **C** that is on a premises or location owned, rented, occupied or controlled by an "insured" even if weather conditions contribute in any way to produce the loss.

4. Power Failure

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

5. Neglect

Neglect means neglect of an "insured" 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; or
- c. Destruction, 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 **A.7.** pertains to Nuclear Hazard to the extent set forth in **N.** Nuclear Hazard Clause under Section **I – Conditions.**

8. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" 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.

B. We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

- 1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
- 2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- 3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;

- b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;
 - of part or all of any property whether on or off the "residence premises".

SECTION I – 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. To an "insured" for more than the amount of such "insured's" interest 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. 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 an "insured" seeking coverage, or a representative of either:

- 1. Give prompt notice to us or our agent;
- 2. Notify the police in case of loss by theft;
- 3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I – Property Coverages;**
- 4. 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;
- 5. Cooperate with us in the investigation of a claim;

6. 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;
7. 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 "insured", and sign the same;
8. 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. The interests of all "insureds" and 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 **6.** above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under **E.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Property Coverages, stating the amount and cause of loss.

D. Loss Settlement

In this Condition **D.**, 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 **E.11.** Ordinance Or Law under Section **I** – Property Coverages. 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;
 - c. Structures that are not buildings; and
 - d. Grave markers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

2. Buildings covered 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 described 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 D. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

E. 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.

F. 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 "residence premises" 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.

G. Other Insurance And Service Agreement

If a loss covered by this policy 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 policy 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 service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

H. Suit Against Us

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

I. 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.

J. 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.

K. Abandonment Of Property

We need not accept any property abandoned by an "insured".

L. 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. Paragraphs **F.** Appraisal, **H.** Suit Against Us and **J.** Loss Payment under Section **I** – Conditions 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.

M. 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.

N. 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 under Section **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

O. 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.

P. Volcanic Eruption Period

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

Q. Policy Period

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

R. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" 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.

S. Loss Payable Clause

If the Declarations shows a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

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

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

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

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

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

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".

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

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

- b. Used solely to service a residence;
- c. 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 **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by 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 E – Personal Liability And Coverage F – Medical Payments To Others

Coverages **E** and **F** 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 E – Personal Liability

Coverage E 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, except as provided in **D.** Loss Assessment under Section II – Additional Coverages;

- 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 F – Medical Payments To Others

Coverage F 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".

SECTION II – 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 E 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. To the extent of any amount recoverable under Section I;

b. Caused intentionally by an "insured" who is 13 years of age or older;

c. To property owned by an "insured";

d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

e. 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 e.(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.

D. Loss Assessment

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

SECTION II – CONDITIONS

A. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E 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 F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F 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 C. Damage To Property Of Others under Section II – 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 F – 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 F – 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 Section II.
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 E 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. 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.

SECTIONS I AND II – CONDITIONS

A. 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.

B. 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.

C. 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.

D. 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.

E. Assignment

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

F. 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 **F** or Paragraph **C. Damage To Property Of Others** under Section **II – Additional Coverages**.

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and

2. "Insured" includes:

a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and

b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

SCHEDULE

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.		
1.	Section I – Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$
2.	Section II – Coverage E Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

DEFINITIONS

The following definition is added:

"Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION I – PROPERTY COVERAGES

E. Additional Coverages

Paragraph **10.k.(2)(d)** is deleted in Form **HO 00 05** only.

The following Additional Coverage is added:

13. "Fungi", Wet Or Dry Rot, Or Bacteria

- a. The amount shown in the Schedule above is the most we will pay for:
 - (1) The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in **13.a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
 - (1) Number of locations insured under this endorsement; or
 - (2) Number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

In Form HO 00 03:

A. Coverage A – Dwelling And Coverage B – Other Structures

Paragraph 2.c.(5) is replaced by the following:

- (5) Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph 2.c.(6)(c) is replaced by the following:

- (c) Smog, rust or other corrosion;

B. Coverage C – Personal Property

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph b.(4) is replaced by the following:

- (4) Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form HO 00 05:

A. Under Coverages A, B and C:

Paragraph 2.d. is replaced by the following:

- d. Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph 2.e.(3) is replaced by the following:

- (3) Smog, rust or other corrosion;

SECTION I – EXCLUSIONS

Exclusion A.10. is added:

10. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

SECTION I – CONDITIONS

Condition Q. Policy Period is replaced by the following:

Q. Policy Period

This policy applies to loss or costs which occur during the policy period.

SECTION II – CONDITIONS

Condition A. Limit Of Liability is replaced by the following:

A. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E 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 will be considered to be the result of one "occurrence".

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

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Section **II** – Coverage **E** Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;
2. Number of persons injured;
3. Number of persons whose property is damaged;
4. Number of "insureds"; or
5. Number of "occurrences" or claims made.

This sublimit is within, but does not increase, the Coverage **E** limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in Condition **A. Limit Of Liability** of this endorsement, Condition **B. Severability Of Insurance** is replaced by the following:

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section **II** – Conditions, **A. Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST LOSS SETTLEMENT FOR CERTAIN NON-BUILDING STRUCTURES ON THE RESIDENCE PREMISES

SECTION I – CONDITIONS

With respect to structures that are covered by this endorsement, **Section I – Condition D. Loss Settlement** is replaced by the following:

D. Loss Settlement

1. Covered losses to the following structures located on the "residence premises" are subject to the replacement cost loss settlement conditions described in **2.** below:
 - a. Reinforced masonry walls;
 - b. Metal or fiberglass fences;
 - c. Fences made of plastic/resin materials such as polyvinylchloride;
 - d. Patios, walks (not made of wood or wood products);
 - e. Driveways; and
 - f. Inground or semi-inground:
 - (1) Swimming pools;
 - (2) Therapeutic baths; or
 - (3) Hot tubs;
with walls and floors made of reinforced masonry, cement, metal or fiberglass. However, this does not include their accessories or equipment.
2. 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 **E.11. Ordinance Or Law** under Section I – Property Coverages.

a. We will pay the cost to repair or replace a structure described in **1.** above without deduction for depreciation. However, we will not pay more than the least of the following amounts:

- (1) The limit of liability under the policy that applies to Coverage **B**, or if the structure is specifically insured under this policy, the amount for which that structure is insured;
 - (2) The replacement cost of that part of the structure 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 structure.
- b. When the repair or replacement cost for the entire loss under this endorsement is more than \$2,500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
- c. You may disregard Paragraphs **a.** and **b.** above and make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged structure.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT

DEFINITIONS

- A.** The following definitions are added:
- 1.** "Home-sharing host activities" means:
 - a.** The:
 - (1)** Rental or holding for rental; or
 - (2)** Mutual exchange of services; of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and
 - b.** Any other related property or services made available by an "insured" for use during such:
 - (1)** Rental; or
 - (2)** Mutual exchange of services; except those property or services provided by another party.
 - 2.** "Home-sharing network platform" means an online-enabled application, web site or digital network that:
 - a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
 - b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.
 - 3.** "Home-sharing occupant" means a person, other than an "insured", who:
 - a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
 - b.** Is accompanying or staying with a person described in Paragraph **3.a.** of this provision under such "home-sharing host activities".
- B.** Definition **B.3.** "Business" is replaced by the following:
- 3.** "Business" means:
 - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
 - b.** "Home-sharing host activities"; or
 - c.** 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".
- C.** In this Policy, the terms:
- 1.** Roomer;
 - 2.** Boarder;
 - 3.** Tenant; or
 - 4.** Guest;
- do not include a "home-sharing occupant".

SECTION I – PROPERTY COVERAGES

C. Coverage C – Personal Property

Paragraphs **f.** and **g.** of **4. Property Not Covered** are replaced by the following:

We do not cover:

- f.** Property of:
 - (1)** A "home-sharing occupant";

- (2) Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and
- (3) Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

g. Property in:

- (1) A space while rented or primarily held for rental to a "home-sharing occupant"; or
- (2) Subject to Paragraph **C.4.g.(1)**, property in an apartment regularly rented or held for rental to others by an "insured" except as provided in **E.10. Landlord's Furnishings** under Section **I – Property Coverages**;

The following provision is added to **4. Property Not Covered**:

We do not cover property used primarily for "home-sharing host activities".

D. Coverage D – Loss Of Use

Paragraph **D.2. Fair Rental Value** is replaced by the following:

2. Fair Rental Value

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

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

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

SECTION I – PERILS INSURED AGAINST

We do not insure, however, for loss:

A. Under Coverages A, B and C:

Paragraph **A.2.c.** is replaced by the following:

c. Theft:

- (1) If such loss arises out of or results from "home-sharing host activities"; or
- (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

B. Under Coverages A and B:

Paragraph **B.1.** is replaced by the following:

- 1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if:
 - a. The loss arises out of or results from "home-sharing host activities"; or
 - b. The dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

Section **C.** is replaced by the following:

C. Under Coverage C caused by:

- 1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of the property by or resulting from:

- a. Fire, lightning, windstorm, hail;
- b. Smoke, other than smoke from agricultural smudging or industrial operations;
- c. Explosion, riot, civil commotion;
- d. Aircraft, vehicles, vandalism and malicious mischief;
- e. Collapse of a building or any part of a building;
- f. Water not otherwise excluded;
- g. Theft or attempted theft; or
- h. Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (1) A steam or hot water heating system;
 - (2) An air conditioning or automatic fire protective sprinkler system; or
 - (3) An appliance for heating water;

- 2. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- 3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- 4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;

5. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage **C** not precluded by any other provision in this Policy is covered; or
6. Vandalism or malicious mischief to property arising out of or resulting from "home-sharing host activities".

SECTION II – EXCLUSIONS

Exclusion **E.2.** is replaced by the following:

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

2. "Business"

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

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

- b. With respect to other than "home-sharing host activities", this Exclusion **E.2.** does not apply to:
 - (1) The rental or holding for rental of an "insured location":
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
 - (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

Exclusion **G.4.** is replaced by the following:

Coverage **F** does not apply to "bodily injury":

4. To:

- a. A "home-sharing occupant"; or
- b. Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

The following provision is added:

Personal Injury Coverage

If the Personal Injury Coverage endorsement is made a part of this Policy, Exclusion **1.g.** is replaced by the following:

This insurance does not apply to:

1. "Personal injury":

- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

With respect to other than "home-sharing host activities", this exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location":
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT LIABILITY DEFINITION REVISED TO REMOVE EXCEPTION FOR MODEL OR HOBBY AIRCRAFT

DEFINITIONS

Definition **B.1.** is replaced by the following:

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 including but not limited to unmanned aircraft, whether or not model or hobby;

(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.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – OKLAHOMA

SECTION I – CONDITIONS

Paragraph **F. Appraisal** is replaced by the following:

F. Appraisal

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal of the loss. In this event, only the party which demanded the appraisal will be bound by the results of that appraisal. Each party will choose a competent and impartial appraiser within 20 days after the written demand has been made. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, after notice of hearing to the nonrequesting party by certified mail, the umpire shall be selected by a judge of a district court in the county where the loss occurred. The appraisers will separately set the amount of loss. If the appraisers submit a written report of agreement to us, the amount agreed upon will be the amount of loss and will be binding on that party which demanded the appraisal. 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 and will be binding on that party which demanded the appraisal.

Each party will:

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

Paragraph **J. Loss Payment** is replaced by the following:

J. 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:

1. Within 60 days after we reach an agreement with you or there is a filing of an appraisal award with us; or
2. Within 30 days after there is an entry of a final judgment.

The following condition is added:

T. Our Duties After Loss

It shall be our duty, after receiving a proof of loss, to submit a written offer of settlement or rejection of the claim, or notice of the need for more time to investigate the claim, to you within 60 days of receipt of the proof of loss.

(This is Paragraph **S.** in Form **HO 00 04.**)

All other provisions of this Policy apply.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL HOMEOWNERS PROGRAM ENDORSEMENT

This endorsement modifies insurance provided under the following:
HOMEOWNERS 5 – COMPREHENSIVE

Schedule 1 lists the additional Coverages provided by this endorsement. The descriptions provided in the Schedule, other than limit amounts, are intended for informational purposes only and do not form a part of the policy. Refer to the individual provisions to determine the extent of coverage.

Schedule 1

COVERAGE	LIMIT	PAGE NUMBER
Credit Card, EFT Card or Access Device	\$10,000	3
Landlord's Furnishing	\$10,000	3
Limited Seepage or Leakage	\$20,000	3
Refrigerated Property	\$5,000 with \$500 deductible	4

Schedule 2 lists the Special Limits of Liability provided by this endorsement. The descriptions provided in the Schedule, other than limit amounts, are intended for informational purposes only and do not form a part of the policy. Refer to the individual provisions to determine the extent of coverage.

Schedule 2

COVERAGE	LIMIT	PAGE NUMBER
Money, bank notes, bullion, gold	\$2,500	2
Securities, accounts, deeds, evidences of debt	\$10,000	2
Watercraft	\$3,000	2
Trailers or semitrailers not used with watercraft	\$5,000	2
Loss by theft, misplacing or losing jewelry, watches, furs	\$5,000	2
Loss by theft, misplacing or losing of firearms	\$10,000	2
Loss by theft, misplacing or losing of silverware, silver-plated ware, goldware	\$10,000	2
Property on the "residence premises" used primarily for "business" purposes	\$15,000	2
Property away from the "residence premises" use primarily for "business" purposes	\$10,000	2
Portable electronic equipment	\$10,000	2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Antennas, tapes, wires, records	\$5,000	3
Wine	\$10,000	3
Comic books, trading cards	\$10,000	3
Collectibles, figurines, glassware, marble	\$10,000	3
Theft of rugs and tapestries	\$10,000	3
Theft of tools	\$10,000	3
Fine arts	\$10,000	3
Legally obtained marijuana	\$250	3

I. SECTION I – PROPERTY COVERAGES, Paragraph C. Coverage C – Personal Property, subparagraph 3. Special Limits Of Liability is replaced with the following:

3. Special Limits Of Liability

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

- a. The amount shown in Schedule 2 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards, smart cards, gift certificates, digital currency and any related currencies used in place of money.
- b. The amount shown in Schedule 2 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.
This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- c. The amount shown in Schedule 2 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. The amount shown in Schedule 2 on trailers or semitrailers not used with watercraft of all types.
- e. The amount shown in Schedule 2 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. The amount shown in Schedule 2 for loss by theft, misplacing or losing of firearms and related equipment.
- g. The amount shown in Schedule 2 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. The amount shown in Schedule 2 on property, on the "residence premises", used primarily for "business" purposes.
- i. The amount shown in Schedule 2 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".
- j. The amount shown in Schedule 2 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals;
 - (2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (3) Is in or upon a "motor vehicle".
- k. The amount shown in Schedule 2 on antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".
- l. The amount shown in Schedule 2 on wine.
- m. The amount shown in Schedule 2 on comic books and trading cards.
- n. The amount shown in Schedule 2 on collectibles, figurines, glassware, marble, porcelains, and statuary.
- o. The amount shown in Schedule 2 on loss by theft of rugs and tapestries.
- p. The amount shown in Schedule 2 on loss by theft of tools.
- q. The amount shown in Schedule 2 on fine arts.
- r. The amount shown in Schedule 2 on legally obtained or prescribed marijuana.

II. SECTION I – PROPERTY COVERAGES, Paragraph E. Additional Coverages, sub-paragraph 6.a. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit money is replaced with the following:

- a. We will pay up to the amount shown in Schedule 1 for:
 - (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
 - (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
 - (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
 - (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

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

III. The introductory paragraph of SECTION I – PROPERTY COVERAGES, Paragraph E. Additional Coverages, sub-paragraph 10. Landlord's Furnishings is replaced with the following:

We will pay up to the amount shown in Schedule 1 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused only by the following Perils Insured Against:

IV. The following is added to SECTION I – PROPERTY COVERAGES, Paragraph E. Additional Coverages:

Limited Seepage or Leakage

We will pay, up to the amount shown in Schedule 1, for damage, including deterioration or rot, to covered property caused by the constant or repeated seepage or leakage of water or steam from within

- a. Plumbing system;
- b. Heating system;
- c. Air conditioning system;
- d. Automatic fire protective sprinkler system; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

e. Household appliance.

This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance from which this water or steam escaped.

The constant or repeated seepage or leakage of water or steam must be hidden. For the purposes of this Limited Seepage or Leakage coverage, hidden means the seepage or leakage of water or steam is within the walls, floors, or ceilings or underneath the floors of the structure.

For the purposes of this Limited Seepage or Leakage coverage, a plumbing system or household appliance does not include a sump, sump pump, or related equipment or any other system designed to remove surface water, roof drain, gutter, downspout or similar fixtures of equipment.

We do not cover loss under this Limited Seepage or Leakage coverage:

1. If an "insured" knew, suspected, or should have known of the seepage or leakage of water or steam;
2. If there were visible signs of seepage or leakage that occurred over a period of weeks, months, or years; or
3. To the system or appliance from which the water or steam escaped.

All damage resulting from constant or repeated seepage or leakage of water or steam from the same system or appliance shall be conserved one loss.

If a constant or repeated seepage or leakage of water or steam loss causes damage during the policy period and any other policy period(s) under a policy issued to you by us, the maximum limit of liability under all policy periods shall not exceed the amount of the highest applicable limit of liability under any one policy period.

This Limited Seepage or Leakage coverage does not increase the limit of liability that applies to the damaged covered property.

Refrigerated Property

1. We insure, up to the amount shown in Schedule 1, covered property stored in freezers or refrigerators on the "residence premises" for direct loss caused by:
 - a. "Loss of power" to the refrigeration unit. "Loss of power" must be caused by damage to:
 - (1) Generating equipment; or
 - (2) Transmitting equipment; or
 - b. Mechanical failure of the unit which stores the property.
2. Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.
3. This Refrigerated Property coverage does not increase the limit of liability to the covered property.
4. The following replaces any other deductible provision in this policy with respect to any one loss covered under this Refrigerated Property additional coverage:

We will pay only that part of the total of all loss payable that exceeds the deductible referenced in Schedule 1.

5. As used in this Refrigerated Property coverage, "loss of power" means the complete or partial interruption of electric power due to conditions beyond an "insured's" control.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE B – OTHER STRUCTURES AWAY FROM THE RESIDENCE PREMISES

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL

HOMEOWNERS 5 – COMPREHENSIVE

- I. The following is added to **SECTION I – PROPERTY COVERAGES**, Paragraph **B. Coverage B – Other Structures**, subparagraph **1.**:

We also cover other structures which are owned by you and located away from the "residence premises", if used by you in connection with the "residence premises".

- II. The following is added to **SECTION I – PROPERTY COVERAGES**, Paragraph **B. Coverage B – Other Structures**, subparagraph **2.**:

e. With respect to other structures away from the "residence premises", other structures:

1. Being used as a dwelling;
2. Capable of being used as a dwelling;
3. From which any "business" is conducted;
4. Used to store "business" property; or
5. Rented or held for rental to any person not a tenant of the dwelling.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNED MOTORIZED GOLF CART PHYSICAL LOSS COVERAGE

This endorsement modifies insurance provided under the following:
HOMEOWNERS 5 – COMPREHENSIVE

A. Definitions

With respect to the provisions of this endorsement only, the following definition is added:

"Golf cart" means a motorized conveyance, owned by an "insured", including permanently installed accessories, equipment or parts, that is:

1. Designed to carry up to four people on a golf course for the purpose of playing golf; and
2. Not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground.

B. Section I – Property Coverages

The following coverage is added:

1. Covered Property

We cover the following property for loss by a Peril Insured Against described in **C.** below:

- a. Any "golf cart" owned by an insured. \$7,500 is the most we will pay for any one loss per cart; and
- b. Accessories, equipment or parts not permanently installed that are designed or made solely for use with the "golf cart", but only if, at the time of loss, such property is:
 - (1) At an "insured's" residence; or
 - (2) In or upon a "golf cart" off an "insured's" residence.

The limit of liability for such property shall be \$750. That limit is the most we will pay for any one loss.

2. Property Not Covered

We do not cover property described in **B.1.** above if loss by a Peril Insured Against described in **C.** below is also covered by another insurance policy, mechanical breakdown insurance or warranty, or a manufacturer's or extended warranty. However, if the other insurance or warranty pays less than \$7,500, we will pay the difference, up to that limit, subject to the deductible and loss settlement conditions in **E.** below.

C. Section I – Perils Insured Against

1. We insure property described in **B.** above against direct physical loss and as excluded in **D.** below.

D. Section I – Exclusions

We do not insure for loss:

1. Excluded under Section I – Exclusions in the policy form;
2. If, at the time of loss, the "golf cart" is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other similar competition;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose except while on a golfing facility;
3. To tires or wheels caused by contact with the road or ground, or tires punctured by an object lying on the ground;

4. To the electrical system or equipment caused by artificial electricity;
5. Caused by or resulting from any work being done on the "golf cart", unless fire or explosion ensues and then only for the loss by such ensuing fire or explosion;
6. Caused by or resulting from:
 - a. Vandalism or Malicious Mischief if the place where the "golf cart" is kept or stored has been unoccupied, closed for the season or is not in operation for any reason for more than 60 consecutive days immediately before the loss;
 - b. Electrical, mechanical or structural breakdown or failure;
 - c. Overheating, freezing, dampness of the atmosphere or extremes of temperature;
 - d. Wear, tear, deterioration, mold, fungus, rust, or corrosion;
 - e. Inherent vice, latent defect or any quality in property that causes it to damage or destroy itself; or
 - f. Animals, birds, vermin, insects or rodents. If, however, Collision Peril **C.2.** applies, this Exclusion **6.f.** does not apply to collision with an animal or bird.

E. Section I – Conditions

B. Deductible

The following replaces any other deductible provision in this policy with respect to any one loss covered under this endorsement:

We will pay only that part of the total of all loss payable that exceeds \$500.

Paragraph **D. Loss Settlement** is replaced by the following:

D. Loss Settlement

With respect to a covered "golf cart" and property described in **B.1.b.**, we will pay no more than the least of the following:

1. The actual cash value;
2. The amount required to repair or replace; or
3. The limit of liability that applies to such property.

We will use the manufacturer's specifications or accepted repair practices to repair the "golf cart's" molded body or parts made of fiberglass, plastic or composite materials.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY COVERAGE

This endorsement modifies insurance provided under the following:
HOMEOWNERS 5 – COMPREHENSIVE

DEFINITIONS

The following definitions are added:

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

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral, written, electronic, digital or other means of communication or publication of material that:
 - a. Slanders or libels a person or organization;
 - b. Disparages a person's or organization's goods, products or services; or
 - c. Violates a person's right of privacy.

"Aircraft" means any contrivance used or designed for flight including but not limited to unmanned aircraft, whether or not model or hobby.

"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.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION II – LIABILITY COVERAGES

The following is added to **A. Coverage E – Personal Liability**:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II – Exclusions** is replaced by the following:

This insurance does not apply to:

1. "Personal injury":

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
- b. Arising out of oral, written, electronic, digital or other means of communication or publication of material:
 - i. If done by or at the direction of an "insured with knowledge of its falsity; or
 - ii. Whose first publication took place before the beginning of the policy period;
- c. Arising out of a criminal act committed by or at the direction of an "insured";
- d. Arising out of aircraft liability including the following:
 - i. Ownership of such aircraft by an "insured";
 - ii. Maintenance, occupancy, operation, use, loading or unloading of such aircraft by any person;
 - iii. Entrustment of such aircraft by an "insured" to any person;
 - iv. Failure to supervise or negligent supervision of any person involving such aircraft by an "insured"; or
 - v. Vicarious liability, whether or not imposed by law, for the actions on a child or minor involving such aircraft
- e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;
- f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business". This exclusion does not apply to:
 - i. The rental or holding for rental of an "insured location";
 - 1. On an occasional basis if used only as a residence;
 - 2. 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
 - 3. In part, as an office, school, studio or private garage; and
 - ii. An "insured" under the age of 21 years involved in a part-time or occasional self-employed "business" with no employees;
- h. Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition 5.a. or 5.b.;
 - i. This exclusion also applies to any claim made or suit brought against you or an "insured" to:
 - 1. Repay; or
 - 2. Share damages with;
another person who may be obligated to pay damages because of "personal injury" to an "insured";
- j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", wet or dry rot, or bacteria.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Assessment** is replaced by the following:

D. Loss Assessment

1. We will pay up to the limit shown on the Declarations Page for Loss Assessment for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period, by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

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

Regardless of the number of assessments, the limit shown on the Declarations Page for Loss Assessment is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Section II – Paragraph I. Policy Period does not apply, and Paragraph **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After Occurrence** are replaced by the following:

A. Limit Of Liability

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

B. Severability Of Insurance

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

C. Duties After Offense

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and "named insured";
 - b. Reasonably available information on the time, place and circumstances of the offense; 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 offense;
4. At our request, help us:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization that may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence;
5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 - SPECIAL

HOMEOWNERS 5 – COMPREHENSIVE

PROPERTY – ADDITIONAL COVERAGES

The following additional coverage is added under **SECTION I – PROPERTY COVERAGES**, Paragraph E.
Additional Coverages:

Water Back Up and Sump Discharge or Overflow

We will pay, under this Water Back Up and Sump Discharge or Overflow Coverage, for direct physical loss, not caused by the negligence of an “insured”, to property covered under **SECTION I – PROPERTY COVERAGES**, caused by water or water-borne material, that:

- a. Enters through or backs up from a sewer or drain located within the dwelling or other building structures on the “residence premises”; or
- b. Discharges or overflows from a:
 - (1) Sump or sump pump;
 - (2) Related equipment; or
 - (3) Any other system designed to remove subsurface water which is drained from the foundation area;

located within the dwelling or other building structures on the “residence premises” even if such discharge or overflow results from mechanical breakdown.

This additional coverage does not apply to:

- a. Direct physical loss of the sump, sump pump, related equipment or any other system designed to remove subsurface water which is caused by mechanical breakdown; or
- b. Loss caused as a direct or indirect result of flood, surface water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water or spray from any of these, whether a result of precipitation or driven by wind.

This coverage does not increase the limits of liability for any property covered under **SECTION I – PROPERTY COVERAGES** of this policy.

SECTION I – PERILS INSURED AGAINST

With respect to the coverage provided under this endorsement, Paragraphs:

A.2.c.(6)(b) in Form **HO 00 03**;

A.2.e.(2) in Form **HO 00 05**;

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

SECTION I – EXCLUSIONS

A. For purposes of the coverage provided by this endorsement only, the following replaces **SECTION I – EXCLUSIONS**, paragraph 3. Water:

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;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- 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. This paragraph b. does not apply to the extent that coverage is provided under the Water Back Up and Sump Discharge or Overflow Additional Coverage.
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in A.3.a. through A.3.c. of this exclusion.

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

This Exclusion A.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, explosion or theft resulting from any of the above, in A.3.a. through A.3.d., is covered.

This exclusion applies to property described in Coverage C even if weather conditions contribute in any way to produce the loss.

- B.** For purposes of the coverage provided by this endorsement only, the following replaces **SECTION I – EXCLUSIONS**, paragraph **4. Power Failure**:

4. Power Failure

This exclusion does not apply to the extent that coverage is provided under the Water Back Up and Sump Discharge or Overflow Additional Coverage.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL DEDUCTIBLE

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL

HOMEOWNERS 5 – COMPREHENSIVE

SECTION I – CONDITIONS

B. Deductible

The following special deductible is added to the policy:

With respect to the peril of Windstorm Or Hail, for any one loss, we will pay only that part of the total of all loss payable that exceeds the windstorm or hail deductible shown on the Declarations.

No other deductible in the policy applies to loss caused by windstorm or hail.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BURIED UTILITY LINES COVERAGE

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 - SPECIAL

HOMEOWNERS 5 – COMPREHENSIVE

COVERAGES

The following is added to **SECTION I – PROPERTY COVERAGES, E. Additional Coverages:**

Buried Utility Lines Coverage

We will pay for direct physical loss or damage to your “buried utility lines” located at the “residence premises” resulting from a “disruption” which necessitates its repair or replacement. This includes the following additional costs arising out of the repair or replacement of your “buried utility line” following a “disruption” as stated above:

1. **Excavation Costs**, to the extent such costs are required to repair or replace the damaged “buried utility line”;
2. **Expediting Costs**, to the extent such costs are required to make temporary repairs or to expedite permanent repairs or replacement of your “buried utility line”;
3. **Outdoor Property**, to the extent such property is damaged from a “disruption” to your “buried utility line” or in the due course of repair or replacement of your “buried utility line” damaged by a “disruption”;
4. **New Generation Costs** incurred to repair or replace your damaged “buried utility line” with materials that are safer, conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact. The most we will pay is an additional 50% of the cost to repair or replace the “buried utility line” using materials of like kind or quality to those being replaced; and
5. **Additional Living Expense And Fair Rental Value** as otherwise covered and described in Coverage D – Loss of Use.

The most we will pay for loss, damage or expense from any “one disruption” is \$10,000, or the necessary amount actually spent to repair or replace the damaged property, whichever is less. This coverage is additional insurance.

DEFINITIONS

The following definitions are added and apply to coverage provided by this endorsement:

1. “Disruption” means a leak, break, tear, rupture, collapse or electrical arcing of a “buried utility line” caused by or resulting from any of the following:
 - a. Mechanical breakdown;
 - b. Artificially generated electric current including insulation breakdown;
 - c. Wear and tear, marring, deterioration, hidden decay, rust or corrosion;
 - d. Freezing, including frost heave and thaw; or
 - e. Weight of equipment, animals or people.

“Disruption” does not mean an obstruction or improper pressure of a “buried utility line”.

To the extent that any perils listed in a. through e. above are excluded elsewhere in the policy, such exclusions do not apply to coverage provided by this endorsement.

2. “Buried utility line” means the following property that you own or are legally liable to repair or replace:
 - a. Underground pipes, including any underground connections, valves or equipment associated with such underground pipes; or

- b. Underground wires, including any underground connections or equipment associated with such underground wires; that convey a utility service such as water, sewage, electricity, gas, steam or communication services to or from the dwelling or other structures on the "residence premises".

"Buried utility line" does not include:

- a. Any part of any underground pipes or underground wires that is beneath or within a body of water, including swimming pools, ponds, lakes or streams;
 - b. Any part of any underground pipes or underground wires that is beneath or within the dwelling or other structures on the "residence premises";
 - c. Any underground pipes used to supply water to outdoor property, including swimming pools, hot tubs, fountains or ponds;
 - d. Any underground pipes or underground wires that are not connected and ready for use; or
 - e. Any underground storm drain pipes, including French drains, channel drains or other subsurface drainage pipes or systems, used to direct ground water or surface water away from the dwelling or other structures on the "residence premises".
3. "One disruption" means all "disruptions" that are the result of the same event will be considered "one disruption". If an initial "disruption" causes other "disruptions", all will be considered "one disruption".

EXCLUSIONS

The following exclusions are added to the policy, but only for purposes of coverage provided in this Buried Utility Line Coverage:

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
 - a. Hazardous waste or sewage, including any cost to cleanup or remove such waste;
 - b. Aircraft or missile or objects falling from aircraft or missiles;
 - c. Lightning;
 - d. Riot or civil commotion;
 - e. Smoke;
 - f. Fire, water or other means used to extinguish a fire; or
 - g. Windstorm or hail
2. We will not pay for loss or damage to any:
 - a. Septic systems, including leach fields, cesspools, septic tanks, pumps, motors or any pipes that run from a septic tank to any leach field;
 - b. Wells, including well casing, pumps or motors;
 - c. Sprinkler system pumps, motors or heads; or
 - d. Heating and cooling systems, including heat pumps.
3. We will not pay for any loss or damage to the extent coverage for such loss or damage is provided elsewhere in the policy.
4. The extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity, except as described in **New Generation Costs** above.

DEDUCTIBLE

We will pay only that part of loss, damage or expense that exceeds \$500.

ALL OTHER PROVISIONS OF THE POLICY APPLY

CYBER PROTECTION INSURANCE

This endorsement modifies insurance provided under the following:

HOMEOWNERS 5 – COMPREHENSIVE

THE LIMITS OF INSURANCE SHOWN IN THE CYBER PROTECTION SCHEDULE WILL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY ALL AMOUNTS PAID UNDER THIS ENDORSEMENT, INCLUDING LEGAL EXPENSES.

PLEASE READ THE ENTIRE FORM CAREFULLY.

CYBER PROTECTION SCHEDULE

Insurance is provided only if a specific Limit of Insurance is shown below:

	Limit of Insurance
Cyber Protection First Party Loss: (event discovered and reported coverage)	\$25,000
Data Recovery and System Restoration Sub-limit	\$2,500
Cyber Protection Legal Expense and Damages Reimbursement: (claims-made and reported coverage)	\$25,000
Combined Aggregate Limit:	\$25,000

NOTICE TO POLICYHOLDER

This Endorsement is attached to and amends your Homeowners Policy (“the Policy”) to add Cyber Protection Insurance. Cyber Protection Insurance is subject to its own terms, conditions, definitions, exclusions, limits and other provisions as set forth herein.

SECTION I. CYBER PROTECTION INSURANCE

COVERAGE A – Cyber Protection First Party Loss

1. Insuring Agreements

“We” will provide the following coverage:

a. Identity Theft Expenses

“We” will pay reasonable and necessary “identity theft expenses” that “you” incur solely and directly because of “identity theft” if all the following conditions are met:

- (1) The “identity theft” is first discovered by “you” during the “endorsement period”; and
- (2) “You” report the “identity theft” to “us” during the “endorsement period”, or no later than 60 days after the expiration or termination of the “endorsement period”.

b. Data Recovery and System Restoration

Subject to a \$500 deductible and the "data recovery and system restoration sub-limit", "we" will pay reasonable and necessary "data recovery expenses" and "system restoration costs" that "you" incur solely and directly because of a "cyber-attack", if all the following conditions are met:

- (1) The "cyber-attack" is first discovered by "you" during the "endorsement period"; and
- (2) "You" report the "cyber-attack" to "us" during the "endorsement period", but no later than 60 days after the expiration or termination of the "endorsement period".

The \$500 deductible applies to any one "cyber-attack". If the amount of "data recovery expenses" and/or "system restoration costs" resulting from any one "cyber-attack" is less than or equal to the deductible, "we" will not pay for those "data recovery expenses" and/or "system restoration costs". If the amount of "data recovery expenses" and/or "system restoration costs" resulting from any one "cyber-attack" exceeds the deductible, "we" will subtract the deductible from the amount of "data recovery expenses" and/or "system restoration costs" incurred, and "we" will pay the remaining amount of "data recovery expenses" and/or "system restoration costs", up to the "data recovery and system restoration sub-limit".

c. Credit Card Fraud, Forgery, Cyber Crime

"We" will pay for "fraud loss" that "you" incur solely and directly because of a "credit card fraud", "forgery" or "cyber crime", if all the following conditions are met:

- (1) The "credit card fraud", "forgery" or "cyber crime" is first discovered by "you" during the "endorsement period";
- (2) "You" report the "credit card fraud", "forgery" or "cyber crime" to "us" during the "endorsement period", but no later than 60 days after the expiration or termination of the "endorsement period"; and
- (3) The "fraud loss" is not reimbursable to "you" by a credit card company, bank or other financial institution.

d. Cyber Extortion

"We" will pay reasonable and necessary "cyber extortion expenses" and "cyber extortion monies" that "you" incur solely and directly because of a "cyber extortion threat", if all the following conditions are met:

- (1) The "cyber extortion threat" is first made against "you" during the "endorsement period"; and
- (2) "You" report the "cyber extortion threat" to "us" during the "endorsement period", but no later than 60 days after the expiration or termination of the "endorsement period".

e. Cyber Bullying

"We" will pay reasonable and necessary "cyber bullying expenses" that "you" incur solely and directly because of a "cyber bullying incident", if all the following conditions are met:

- (1) The "cyber bullying incident" first occurs during the "endorsement period"; and
- (2) "You" report the "cyber bullying incident" to "us" during the "endorsement period", but no later than 60 days after the expiration or termination of the "endorsement period".

f. Breach Notification Costs

"We" will pay reasonable and necessary "breach notification costs" that "you" incur solely and directly because of a "privacy breach", if all the following conditions are met:

- (1) The "privacy breach" is first discovered by "you" during the "endorsement period"; and
- (2) "You" report the "privacy breach" to "us" during the "endorsement period", but no later than 60 days after the expiration or termination of the "endorsement period".

2. Exclusions

"We" do not cover:

- a. Any amounts incurred by "you" in disputes with respect to this insurance, including questions as to whether amounts are payable under this Endorsement.
- b. Costs to replace or repair any property, hardware or "connected device".
- c. Any amounts incurred by "you" to institute legal proceedings against a person or organization.
- d. "Loss" arising from a false report of an "insured event" made by "you", whether acting alone or in collusion with others.
- e. "Loss" arising from willful, intentional, malicious or criminal acts committed by "you" or any person residing with "you".
- f. "Loss" incurred by a former spouse or "domestic partner", or a "family member" no longer residing with "you".
- g. "Loss" arising from fire, smoke, explosion, leakage, lightning, wind, water, flood (including waves, tidal waves, or the rising of, breaking out of, or overflow of a body of water, whether natural or manmade), earthquake, volcanic eruption, landslide, hail, extreme weather, or any other natural event.
- h. "Loss" arising from the seizure, confiscation, nationalization, requisition or destruction of any "connected device", data, hardware or equipment by or under order of any government or public authority.
- i. Any "insured event" which was known to any "insured" prior to the inception date of the first Cyber Protection Insurance endorsement issued by "us" to the "named insured".
- j. "Loss" arising from physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof.
- k. "Loss" arising from liability assumed by an "insured" under a written or oral contract or agreement. This exclusion does not apply to any liability an "insured" would have had in the absence of such contract or agreement and which would have been insured under Coverage B of this Endorsement.
- l. "Loss" arising from any activities of, or relating to, a "business" owned or operated by "you".
- m. "Loss" arising from "your" civic or public activities, including "your" pursuit or holding of any public office. This exclusion does not apply to "breach notification costs" arising from a "privacy breach", if the "privacy breach" impacts "private information" in "your" care, custody or control or entrusted to "you" in the course of "your" civic or public activities.
- n. "Loss" arising from illness, substance abuse, or death.
- o. Costs to comply with any order, grant or agreement to provide non-monetary relief.
- p. "Loss" arising from the use of a credit, debit or bank card by a "family member" or any other person entrusted with the credit, debit or bank card.
- q. "Loss" arising from any "business" use of a credit, debit or bank card.
- r. "Insured events" that are not reported to law enforcement.
- s. "Loss" arising from "business identity theft".
- t. "Loss" arising from a total, partial, temporary or intermittent outage of internet connection.
- u. Fines, penalties, taxes or sanctions imposed by law, or any matters deemed uninsurable under applicable law.
- v. Any monetary judgement, settlement or award.
- w. "Criminal proceedings".
- x. Any amounts paid or payable under Coverage B (Cyber Protection Legal Expense and Damages Reimbursement) of this Endorsement.

- y. Any matter other than an "insured event".
- z. Any matter paid, or deemed payable, by "us" under any other insuring agreement or coverage section of the Policy to which this Endorsement attaches.

COVERAGE B – Cyber Protection Legal Expense and Damages Reimbursement

1. Insuring Agreement

"We" will reimburse "you" for "damages" and reasonable and necessary "legal expenses" that "you" incur in a "privacy and security claim", if all the following conditions are met:

- a. The "privacy and security claim" is first made against "you" during the "endorsement period"; and
- b. The "privacy and security claim" is reported to "us" during the "endorsement period", but no later than 60 days after expiration or termination of the "endorsement period"; and
- c. The actual or alleged acts, events or incidents giving rise to the "privacy and security claim" first occur on or after the inception date of the first Cyber Protection Insurance endorsement issued by "us" to the "named insured".

2. No Duty to Defend; Free of Choice of Counsel

- a. "We" shall have no duty to defend any "privacy and security claim" covered under this insurance, but only to pay for covered "legal expenses" and "damages".
- b. "You" shall have complete freedom of choice in the selection of an "attorney" to represent "you" in any "privacy and security claim". However, payment for "legal expenses" will be limited to a maximum hourly "attorney" rate of \$300. "You" will have a direct relationship with any "attorney" retained by "you".
- c. There shall be no infringement upon the professional judgment of any "attorney", and no "attorney" providing legal services in respect of which "legal expenses" are payable under this Endorsement shall be required to act in derogation of such "attorney's" professional responsibilities.

3. Exclusions

"We" do not cover:

- a. Any amounts incurred by "you" in disputes with respect to this insurance, including questions as to whether amounts are reimbursable under this Endorsement.
- b. Any amounts incurred by "you" to institute legal proceedings against a person or organization.
- c. Any "privacy and security claim" based upon, arising from or involving any acts, events or incidents which were known to any "insured" prior to the inception date of the first Cyber Protection Insurance endorsement issued by "us" to the "named insured".
- d. Any "privacy and security claim" based upon, arising from or involving any acts, events or incidents which first occurred prior to the inception date of the first Cyber Protection Insurance endorsement issued by "us" to the "named insured".
- e. Any matter brought against "you" for physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof.
- f. Any "privacy and security claim" for, based upon, arising from, or involving liability assumed by an "insured" under a written or oral contract or agreement.
- g. Any "privacy and security claim" based upon, arising from or involving activities of a "business" owned or operated by "you".
- h. Any "privacy and security claim" based upon, arising from or involving "your" civic or public activities, including "your" pursuit or holding of any public office. This exclusion does not apply to a "privacy and security claim" arising from a "privacy breach", if the "privacy

- breach" impacts "private information" in "your" care, custody or control or entrusted to "you" in the course of "your" civic or public activities.
- i. Any "privacy and security claim" for, based upon, arising from, or involving a willful or intentional "privacy breach" committed by an "insured".
 - j. Costs to comply with any order, grant or agreement to provide non-monetary relief.
 - k. Fines, penalties, taxes, or sanctions, or any matters deemed uninsurable under applicable law.
 - l. Punitive, exemplary, liquidated, or multiplied damages.
 - m. Any "privacy and security claim" made by or on behalf of an "insured" against another "insured".
 - n. "Criminal proceedings".
 - o. Any amounts paid or payable under Coverage A (Cyber Protection First Party Loss) of this Endorsement.
 - p. Any matter other than a "privacy and security claim".
 - q. Any matter paid, or deemed payable, by "us" under any other insuring agreement or coverage section of the Policy.

SECTION II. CYBER PROTECTION LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Cyber Protection Schedule and the rules below fix the most "we" will pay regardless of the number of "insureds", "insured events", or "privacy and security claims".
2. The Cyber Protection First Party Loss Limit of Insurance shown in the Cyber Protection Schedule is the most "we" will pay under Coverage A for the total of all "loss" arising from any one "insured event" first discovered by "you" and reported to **us** during the "endorsement period", and in the aggregate for all "insured events" first discovered by "you" and reported to **us** during the "endorsement period." All "loss" paid under Coverage A will reduce and may completely exhaust the Combined Aggregate Limit.
3. "Loss" resulting from a series of similar, related, or repeated "insured events" committed by one or more persons, or by a person or persons aiding, abetting or acting in collusion with others against "you", will be one "insured event", even if the series of "insured events" continue into a subsequent "endorsement period". Such "insured event" will be deemed to have been discovered by "you" on the date the first "insured event" in that series was first discovered by "you" and will be deemed to have been reported to "us" on the date the first "insured event" in that series was reported to "us".
4. The Cyber Protection Legal Expense and Damages Reimbursement Limit of Insurance shown in the Cyber Protection Schedule is the most "we" will pay under Coverage B for the total of all "legal expenses" and "damages" arising from any one "privacy and security claim" first made against "you" and reported to "us" during the "endorsement period", and in the aggregate for all "privacy and security claims" first made against "you" and reported to "us" during the "endorsement period". All "legal expenses" and "damages" paid under Coverage B will reduce and may completely exhaust the Combined Aggregate Limit.
5. All "privacy and security claims" arising from the same event, incident, act, or circumstance, or a series of related, repeated, or continuing events, incidents, acts, or circumstances, will be deemed to be a single "privacy and security claim"; will be deemed to have been first made against "you" on the date the earliest of such "privacy and security claims" was first made against "you"; and will be deemed to have been first reported to "us" on the date the earliest of such "privacy and security claims" was first reported to "us" in writing. Appeals and any post-trial proceedings or consolidated proceedings approved by "us" will be part of the original "privacy and security claim".

6. If a "privacy breach" under Coverage A results in a "privacy and security claim" under Coverage B, such matters will be deemed to be related, even if the "privacy and security claim" is made against "you" in a subsequent "endorsement period". Such "privacy and security claim" will be subject to the Limits of Insurance of the "endorsement period" in effect when the "privacy breach" was first discovered by "you" and reported to "us".
7. The Combined Aggregate Limit of Insurance shown in the Cyber Protection Schedule is the most "we" will pay under this Cyber Protection Form for all "loss" under Coverage A and all "legal expenses" and "damages" under Coverage B, combined. If the Combined Aggregate Limit of Insurance is paid, "our" obligations under this Endorsement will be fully extinguished.

SECTION III. CYBER PROTECTION CONDITIONS

1. Other insurance

The coverage provided by this Endorsement is excess insurance over any other valid and collectible insurance available to "you", including any self-insured retention or deductible portion thereof, unless such insurance specifically applies as excess insurance over the insurance provided under this Endorsement.

2. Your duties in the event of a privacy and security claim or loss

- a. "You" must notify us of an "insured event" or "privacy and security claim" during the "endorsement period", but no later than 60 days after expiration or termination of the "endorsement period".
- b. "You" must notify law enforcement authorities of any "insured event" as soon as possible.
- c. "You" must immediately send "us" copies of any demands, notices, summonses or legal papers that "you" receive in a connection with a "privacy and security claim".
- d. In event of "credit card fraud", "you" must notify the issuing credit card company or bank of the facts and circumstances surrounding such "credit card fraud" as soon as possible.
- e. "You" must submit to "us" any supporting receipts, bills, records or other documents within 90 days of "our" request. "We" may also ask "you" to give "us" a signed and notarized claim description or proof of "loss".
- f. "You" must cooperate with "us" fully and authorize "us" to obtain records and other information.
- g. "You" must assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to "you" because of "loss", "legal expenses", or "damages" to which this insurance applies.

SECTION IV. CYBER PROTECTION DEFINITIONS

With respect to the coverage provided by this Endorsement, certain words are shown in quotation marks and are defined as follows.

1. "Attorney" means any person who is duly licensed to practice law at the time and place the legal services are rendered. "Attorney" does not include any "insured".
2. "Business" means any employment, trade, occupation, profession, operation, enterprise or activity intended to realize a benefit or financial gain, whether engaged in on a full-time, part-time, occasional or temporary basis.
3. "Business identity theft" means the theft or unauthorized, unlawful, or fraudulent use, access or transfer of a means of identifying a "business" owned or operated by "you", with the intent to commit, or aid or abet another to commit, a crime, including the theft or fraudulent use of a "business" name, d/b/a, federal or state tax identification number, or other "business" records or information to establish credit accounts, secure loans, or enter contracts.
4. "Breach notification costs" means:

- a. Reasonable and necessary "attorney" fees, forensic investigation fees and postage expenses "you" incur to notify affected individuals in the event of a "privacy breach"; and
 - b. Reasonable and necessary expenses "you" incur to provide up to 12 months of credit monitoring or credit repair and restoration assistance to persons affected by a "privacy breach".
5. "Connected device" means any electronic device or appliance, including but not limited to, any computer, laptop, mobile device or television, that can send and receive data and is connected to the internet.
 6. "Credit card fraud" means the loss, theft, or unauthorized and fraudulent use of "your" credit, debit or bank card by a person other than "you". "Credit card fraud" does not include the use of "your" credit, debit or bank card by a "family member" without "your" permission.
 7. "Criminal proceedings" mean any governmental action, indictment, or investigation for the enforcement of criminal laws, including offenses for which conviction could result in imprisonment and/or criminal fine(s).
 8. "Cyber-attack" means the introduction of a "virus" into "your connected device" or a "hacking attack".
 9. "Cyber bullying" means a series of two or more willful and repeated or continuing acts of harassment or intimidation, including embarrassment, humiliation, defamation of character, slander, invasion of privacy or threats of violence, committed using a computer, telephone, mobile device or other electronic device. "Cyber bullying" methods include, but are not limited to, the use of texting, instant messaging, chat rooms, and messages, photos, and other content posted on social networking sites.
 10. "Cyber bullying expenses" mean:
 - a. Reasonable and customary charges for the services of a "therapist", when incurred by the "victim" within 12 months after the "cyber bullying incident" occurs;
 - b. Lost salary or wages, up to a maximum of \$15,000 per "victim" and subject to the Limit of Insurance, due to the "victim" being unable to work during the first 120 days after the "cyber bullying incident" occurs.
 - c. Reasonable and necessary childcare or caregiver expenses, up to a maximum of \$15,000 and subject to the Limit of Insurance, when incurred by the "victim" within 120 days after the "cyber bullying incident" occurs.
 - d. Reasonable and necessary expenses to temporarily relocate, up to a maximum of \$15,000 and subject to the Limit of Insurance, when incurred by the "victim" within 120 days after the "cyber bullying incident" occurs;
 - e. If the "victim" is a "minor", reasonable temporary private tutoring expenses, unreimbursed tuition, or increase in tuition, up to a maximum of \$15,000 and subject to the Limit of Insurance, to relocate the "minor" to another school, when incurred within 120 days after the "cyber bullying incident" occurs or within 120 days after "you", as the parent or guardian of the "minor", discover the "cyber bullying incident", whichever is later; and
 - f. Reasonable and necessary fees and costs incurred to retain a digital forensic analyst or professional cyber security consultant.
 11. "Cyber bullying incident" means "cyber bullying" directed against "you" which causes "you" to suffer mental anguish or mental injury, as diagnosed by a "therapist".
 12. "Cyber crime" means:
 - a. "Wire transfer fraud";
 - b. A "phishing attack" directed at "you" that fraudulently induces "you" to transfer or pay "money" to an unintended third party; or
 - c. The theft of "money" from "your" bank account by electronic means.
 13. "Cyber extortion expenses" mean reasonable and necessary costs and expenses, other than "cyber extortion monies", that "you" incur as a direct result of a "cyber extortion threat".
 14. "Cyber extortion monies" means "money" or cryptocurrency that "you" pay to a person or group reasonably believed to be responsible for a "cyber extortion threat" to terminate such "cyber extortion threat".
 15. "Cyber extortion threat" means a credible threat, including a demand for "cyber extortion monies", which is directed at "you" to:

- a. Release, divulge, destroy, disseminate or use "private information" contained in "your connected device";
 - b. Introduce a "virus" into "your connected device";
 - c. Corrupt, damage, disable, destroy, or alter "your connected device"; or
 - d. Deny, restrict or hinder access to "your connected device", including the threat of a "denial of service attack".
16. "Damages" mean a monetary judgment, award or settlement that an "insured" is legally obligated to pay because of a "privacy and security claim". "Damages" do not include punitive, liquidated, exemplary or multiplied damages; matters deemed uninsurable under applicable law; fines, penalties, taxes, or sanctions; the costs to comply with any judgment, award, court order, or settlement; liability assumed under a contract; or any amounts an "insured" is not financially or legally obligated to pay.
17. "Data recovery expenses" mean the costs to retain a data recovery service provider to retrieve or restore electronic data that has been lost or damaged by a "cyber-attack". "Data recovery expenses" do not include any amounts "you" have paid, or agree to pay, as part of any service or maintenance contract. If it is determined that "your" data cannot be retrieved or restored, "we" will pay only the actual and necessary "data recovery expenses" incurred up to such determination, subject to the "data recovery and system restoration sub-limit".
18. "Data recovery and system restoration sub-limit" means the total amount "we" will pay for "data recovery expenses" and "system restoration costs" resulting from any one "cyber-attack" first discovered by "you" during the endorsement period and in the aggregate for all "cyber-attacks" first discovered by "you" during "endorsement period". The "data recovery and system restoration sub-limit" is part of, and will reduce, the Cyber Protection First Party Loss Limit of Insurance shown in the Cyber Protection Schedule.
19. "Denial of service attack" means an event caused by unauthorized or unexpected interference or a malicious attack which is intended by the perpetrator to overwhelm the capacity of a "connected device" by sending an excessive volume of data to such "connected device" to deny, restrict or hinder access to that "connected device".
20. "Domestic partner" means any person in a domestic legal partnership or civil union which is recognized under applicable federal, state or local law.
21. "Endorsement period" means the period:
- a. Beginning on the later of:
 - i. The policy inception date shown on the Declarations page; or
 - ii. The date this Cyber Protection Insurance endorsement is added to the Policy; and
 - b. Ending on the earlier of:
 - i. The date this Cyber Protection Insurance endorsement is removed from the Policy; or
 - ii. The termination, cancellation or expiration date of the Policy to which this Endorsement attaches.
- Provided, however, that the "endorsement period" shall not exceed a period of 12 months.
22. "Family member" means any of the following persons residing with the "named insured":
- a. The spouse or registered "domestic partner" of the "named insured";
 - b. Any "minor"; and
 - c. Other persons related to the "named insured" by blood, marriage, or adoption.
23. "Forgery" means the alteration of "your" negotiable instrument, or the imitation of "you" on a negotiable instrument, with instructions to pay, including counterfeit items, and with the intent to deceive.
24. "Fraud loss" means the loss of "money" and reasonable and necessary costs and expenses that "you" incur as a direct result of a "credit card fraud", "forgery" or "cyber crime". "Fraud loss" does not include any amounts that have been reimbursed, or are reimbursable, to "you" by a credit card company, bank or other financial institution.
25. "Hacking attack" means any malicious or unauthorized electronic attack, including, but not limited to, a "denial of service attack", that is initiated by a third party and is designed to damage, destroy, corrupt, overload, or impair the functionality of "your connected device".
26. "Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of "your" personal identification, with the intent to commit, or aid or abet another to

commit, a crime, including the fraudulent use of "your" personal identity to establish credit accounts, secure loans, or enter contracts. "Identity theft" includes the fraudulent use of "your" health insurance numbers to file false health insurance claims or to seek medical treatment, prescription drugs, or other medical care. "Identity theft" does not include "business identity theft".

- 27.** "Identity theft expenses" means, and is limited to, any of the following incurred by "you" because of "identity theft":
- a.** Reasonable and customary notary and certified mail charges for completing and delivering fraud affidavits to law enforcement agencies, credit agencies, health insurance companies, or financial institutions or similar credit grantors.
 - b.** Reasonable and customary application fees to reapply for a loan, grant or other credit instrument that was denied or rejected solely because the original application contained inaccurate information due to "identity theft".
 - c.** Employer-documented lost wages or salaried earnings from time taken off work to meet with law enforcement agencies, credit agencies, health insurance companies, healthcare providers, merchants, financial institutions or similar credit grantors, or to meet with legal counsel to complete fraud affidavits, restore "your" identity or credit history, or otherwise resolve the "identity theft", up to a maximum payment of \$200 per day, and subject to the Limit of Insurance. Total payment for lost wages or earnings will not exceed \$5,000 in any one "endorsement period".
 - d.** Reasonable and customary daycare and eldercare costs, if such care is necessary for "you" to meet with law enforcement agencies, credit agencies, health insurance companies, healthcare providers, merchants, financial institutions or similar credit grantors, or to meet with legal counsel to complete fraud affidavits, restore "your" identity or credit history, or otherwise resolve the "identity theft", up to a maximum of \$1,000 per week for up to 5 weeks, and subject to the Limit of Insurance. Such care must be provided by a professional care provider who is not a "family member".
 - e.** Reasonable and customary travel and accommodations expenses incurred by "you" in the process of resolving "identity theft", up to a maximum limit of \$1,000 per week for up to 5 weeks, and subject to the Limit of Insurance.
 - f.** Long distance telephone charges or cellular phone charges for calls to law enforcement agencies, credit agencies, health insurance companies, healthcare providers, merchants, financial institutions or similar credit grantors, or legal counsel to report or discuss "identity theft".
 - g.** "Attorney" fees to:
 - (1)** Defend lawsuits brought against "you" by merchants, financial institutions or their collection agencies;
 - (2)** Remove civil judgments wrongly entered against "you" as a result of "identity theft";
 - (3)** Challenge the accuracy or completeness of information in a consumer credit report;
 - (4)** Release medical records in cases of medical identity fraud;
 - (5)** Contest a tax liability wrongfully incurred by "you" as a result of "identity theft";
 - (6)** Contest the wrongful transfer of ownership of "your" tangible property; or
 - (7)** Provide "you" with assistance or representation at an audit or hearing before a government agency.
 - h.** Reasonable and customary fees for the reapplication and reissuance of government-issued identification documentation, such as passports, driver's licenses, personal identification cards, or social security cards, if compromised because of "identity theft".
 - i.** Reasonable and customary fees for copies of medical records solely to investigate medical identity fraud, upon exhaustion of a healthcare provider's medical record request and appeal process.
 - j.** Reasonable and customary costs to obtain credit reports from established credit bureaus. Such credit reports must be dated no later than 12 months after "you" first discover the "identity theft". No more than two credit reports may be obtained from any one established credit bureau.
 - k.** Reasonable and customary credit monitoring costs for up to 24 months. Such credit monitoring must begin no later than 6 months after "you" first discover the "identity theft".

- 28.** "Insured" means:
- a.** The "named insured"; and
 - b.** Any "family member".
- 29.** "Insured event" means any "identity theft", "cyber-attack", "credit card fraud", "forgery", "cyber crime", "cyber extortion threat", "cyber bullying incident", or "privacy breach" covered under Coverage A of this Endorsement.
- 30.** "Legal expenses" mean reasonable and necessary "attorney" fees for legal services rendered, and associated costs and expenses, incurred by "you" in the defense of a "privacy and security claim". "Legal expenses" do not include retainers or any advanced costs.
- 31.** "Loss" means "identity theft expenses", "data recovery expenses", "system restoration costs", "fraud loss", "cyber extortion expenses", "cyber extortion monies", "cyber bullying expenses", or "breach notification costs" payable under Coverage A of this Endorsement.
- 32.** "Minor" means any person under 21 years of age who is related to the "named insured" by blood, marriage, adoption, or legal guardianship
- 33.** "Money" means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- 34.** "Named insured" means any natural person who is shown as the "named insured" on the Declarations page.
- 35.** "Phishing attack" means the use of fraudulent electronic communications or malicious websites to impersonate a legitimate or trustworthy contact, organization, or person to solicit "private information" or "money".
- 36.** "Privacy and security claim" means a "suit" alleging:
- a.** Liability for a "privacy breach"; or
 - b.** Liability for the failure to prevent the transmission of a "virus" from "your connected device" to a "connected device" of a third party;
 - c.** Liability for the failure to prevent or hinder participation by "your connected device" in a "denial of service attack" directed against a "connected device" of a third party; or
 - d.** Liability for "cyber bullying" committed by a "minor" or a person posing as "you".
- A "privacy and security claim" will be deemed to be first made when it is first received by "you".
- 37.** "Privacy breach" means the theft, loss, or unauthorized use or disclosure of, or unauthorized access to, "private information" that is in "your" care, custody or control, or entrusted to "you".
- 38.** "Private information" means information that can be used to determine, distinguish, or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. "Private information" does not include information of, or relating to, any "business" owned or operated by "you", including proprietary information.
- 39.** "Suit" means:
- a.** The service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against "you" seeking "damages" or non-monetary relief; or
 - b.** A written demand made against "you" for "damages" or non-monetary relief.
- 40.** "System restoration costs" mean the costs to retain a computer system service provider to restore "your" computer system to the same level of functionality that existed prior to the "cyber-attack", including services such as replacing or reinstalling computer software programs, removing a "virus", and configuring or correcting the configuration of "your" computer system. "System restoration costs" do not include:
- a.** Any amounts "you" have paid, or agree to pay, as part of any computer system maintenance contract;
 - b.** Costs to upgrade or increase the speed, capacity, or utility of "your" computer system to a level that exceeds that which existed prior to the "cyber-attack";
 - c.** Costs that exceed the actual cash value of "your" computer system; or
 - d.** Costs to repair or replace hardware or any electronic media on which data is recorded or stored.

41. "Therapist" means a psychologist or other mental health professional who is licensed or certified under the laws of the jurisdiction in which mental health treatment is given to a "victim" and who is qualified to provide such treatment. "Therapist" does not include any "insured".
42. "Victim" means any "insured" who suffers mental anguish or mental injury as a direct result of a "cyber bullying incident".
43. "Virus" means malicious software intentionally designed to insert itself by a variety of forms into a "connected device" to damage, destroy, corrupt, overload, or otherwise impair the functionality of such "connected device". "Virus" includes, but is not limited to, worms, Trojan horses, spyware, dishonest adware, and malware.
44. "We", "us", and "our" mean the Company providing the insurance under this Endorsement.
45. "Wire transfer fraud" means an intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution, directing such institution to debit "your" personal bank account and to transfer, pay or deliver "money" from "your" personal bank account, which instruction purports to have been transmitted by "you", but was in fact fraudulently transmitted by a third party without "your" knowledge or consent. "Wire transfer fraud" does not include fraud committed against "business", commercial or non-consumer accounts.
46. "You" or "Your" means any "insured".
47. "Your connected device" means a "connected device" owned by any "insured".

SECTION V. SERVICE PROVIDERS

1. When "you" report an "insured event" to "us", "we" may suggest service providers. If "you" prefer to use an alternative service provider, our payment for services provided by any alternative service provider will not exceed the amount that "we" would have paid for the same services using a service provider "we" suggested.
2. "You" will have a direct relationship with any service provider used, whether paid for in whole or in part under this Endorsement. All service providers work for "you".

COMPLAINTS NOTICE

If "you" are dissatisfied with the handling of "your" claim or wish to make a complaint, please contact Openly, Inc. as listed on the Declarations page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFLATION GUARD

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 - SPECIAL

HOMEOWNERS 5 – COMPREHENSIVE

We may adjust the limits of liability for Property **Coverage B – Other Structures**, **Coverage C - Personal Property**, and **Coverage D - Loss of Use** at the beginning of each successive policy term to reflect estimated increases in rebuilding and replacement costs for your insured property. The rules then in use by us will determine the new amounts for these coverages.

Payment of the required premium when due for the successive policy term will be sufficient to indicate your acceptance of the adjusted increased limits. We will also adjust the limits of liability at the time of a loss by the same percentage pro-rated from the effective date of the policy period or the effective date of change if you have requested a change to the limits of liability for applicable Property Coverages during the policy period.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPENLY GENERAL PROGRAM ENDORSEMENT

This endorsement modifies insurance provided under the following:
HOMEOWNERS 3 - SPECIAL
HOMEOWNERS 5 – COMPREHENSIVE

Schedule 1 lists the additional Coverages provided by this endorsement. The descriptions provided in the Schedule, other than limit amounts, are intended for informational purposes only and do not form a part of the policy. Refer to the individual provisions to determine the extent of coverage.

Schedule 1

COVERAGE	LIMIT	PAGE NUMBER
Fire Department Service Charge	\$5,000	2
Land Stabilization	Lesser of \$10,000 or 10% of Loss	2
Lock Replacement	\$2,000	3
Damage to Property of Others	\$10,000	5
Debris removal	\$5,000 per Occurrence, \$5,000 per tree	1
Trees, shrubs, plants	\$50,000 per Occurrence, \$5,000 per item	2

I. The following Definition is added:

“Cosmetic marring” means any disfigurement, blemish, discoloration, weathering or stretching, or the like, that only alters the physical appearance of property. Cosmetic marring includes but is not limited to scratching, chipping, cracking, denting, creasing, gouging, fading, blistering, nicking, oxidizing, scoring, scraping or scuffing of the property, whether occurring immediately or over time. Cosmetic marring does not include distinct and demonstrable, actual physical injury to or destruction of property, which injury or destruction causes actual functional impairment of the property.

II. **SECTION I – PROPERTY COVERAGES, B. Coverage B – Other Structures**, paragraph 3. is replaced by the following:

The limit of liability for this coverage will not be more than the limit of liability shown on the Declarations for Coverage B.

III. **SECTION I – PROPERTY COVERAGES**, Paragraph **E. Additional Coverages**, sub-paragraph 1. **Debris Removal**, item **b.** is replaced with the following:

b. We will also pay your reasonable expense, up to the amount shown in Schedule 1, for the removal from the "residence premises" of:

- (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against;
provided the trees:
- (3) Damage a covered structure; or
- (4) Do not damage a covered structure, but:

(a) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (b) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The amount shown in Schedule 1 is the most we will pay in any one loss, regardless of the number of fallen trees.

This coverage is additional insurance.

IV. SECTION I – PROPERTY COVERAGES, Paragraph E. Additional Coverages, sub-paragraph 3. Trees, Shrubs and Other Plants is replaced with the following:

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", 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 a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to the amount shown in Schedule 1 that applies to the dwelling for all trees, shrubs, plants or lawns. No more than the amount shown in Schedule 1 will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

V. SECTION I – PROPERTY COVERAGES, Paragraph E. Additional Coverages, sub-paragraph 4. Fire Department Service Charge is replaced with the following:

4. Fire Department Service Charge

We will pay up to the amount shown in Schedule 1 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

VI. SECTION I – PROPERTY COVERAGES, Paragraph E. Additional Coverages, sub-paragraph 11. Ordinance or Law is deleted.

VII. The following is added to SECTION I – PROPERTY COVERAGES, Paragraph E. Additional Coverages:

Land Stabilization

If the dwelling or a permanent structure on the "residence premises":

- a. Sustains damage covered under this policy; and
- b. Requires replacement, restoration, or stabilization of land under or around the structure to complete the repair or rebuilding;

we will pay the amount shown in Schedule 1 for the reasonable costs required to replace, rebuild, stabilize, or otherwise restore such land necessary to support the dwelling or permanent structure.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Lock Replacement

We will pay, up to the amount shown in Schedule 1, for the reasonable costs you incur to:

- a. Re-key, reprogram, or replace dwelling door and window lock(s);
- b. Reprogram or replace automatic garage or dwelling door transmitter(s);
- c. Change the frequency of garage or dwelling door control unit(s) and additional transmitters;

when:

1. Key(s) to such dwelling door and window lock(s); or
2. Automatic transmitter(s) for garage or dwelling doors;

to your "residence premises" are stolen.

The theft of key(s) or automatic transmitter(s) must be reported to the police for this Lock Replacement coverage to apply.

This Lock Replacement coverage does not increase the limit of liability to the covered property.

VIII. SECTION I – EXCLUSIONS, A. paragraph 1. Ordinance Or Law is replaced by the following:

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 **A.1.a.** does not apply to the amount of coverage that may be provided:
 - (1) As a result of a loss by a peril not otherwise excluded; and
 - (2) As described in SECTION I – CONDITIONS, paragraph D. Loss Settlement.
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" 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 A.1. applies whether or not the property has been physically damaged.

IX. The following is added to SECTION I – Exclusions:

Cosmetic Marring:

We do not cover cosmetic marring caused by or resulting from hail to any roof covering that is metal.

X. SECTION I – CONDITIONS, paragraph D. Loss Settlement is replaced by the following:

1. In this Condition D., the terms "cost to repair or replace" and "replacement cost" includes the increased costs:
 - a. Incurred to comply with 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

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- (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; and
- b.** Incurred to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in 1. above.

The terms "cost to repair or replace" and "replacement cost" do not include:

- (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 any "insured" 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.

2. Covered property losses are settled as follows:

- a.** Buildings covered under Coverage A or B at replacement cost at time of loss without deduction for depreciation. In case of a total loss, we will pay this amount whether or not you choose to rebuild. However, settlement is subject to the following conditions:
 - (1)** The most we will pay is:
 - (a)** For Structures covered under Coverage A: \$5 million.
 - (b)** For Structures covered under Coverage B: The limit of liability that applies to Coverage B and is shown in the Declarations.
 - (2)** For covered partial losses to buildings covered under Coverage A or B and you do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, we will settle the loss based on the reconstruction cost less depreciation and any applicable deductible. However, if the cost to repair or replace the damage is less than \$5,000, we will settle the loss at replacement cost whether or not actual repair or replacement is complete.
 - (3)** For a covered loss due to hail to a roof covering on a building covered under Coverage A or B:
 - (a)** We will settle the loss and deduct for depreciation, applicable overhead, profit, labor, taxes and fees. Once we verify that the repair or replacement of the roof covering has been completed, we will pay any remaining agreed to amount in order to settle the loss at replacement cost.
 - (b)** For a covered loss to the roof covering of your building covered under Coverage A or B, we will pay any additional amount to repair or replace undamaged property in order to achieve a reasonably uniform appearance. However, we will not pay this additional amount if:
 - i.** A reasonably uniform appearance will be achieved over time;
 - ii.** The repaired or replaced property or the existing undamaged property can be made to achieve a reasonably uniform appearance;
 - iii.** A reasonably uniform appearance was not present at the time of loss;
 - iv.** A reasonably uniform appearance has been achieved within the same line of sight; or
 - v.** You do not actually repair or replace the damaged roof covering.

This provision does not increase the amount payable under **(1)** above.

- b.** Property other than structures covered under Coverages A and B at the replacement cost at time of loss, subject to the following:
 - (1)** Property of the following types is not eligible for replacement cost loss settlement. Any covered loss will be settled at actual cash value at the time of loss, but not more than the

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amount required to repair or replace:

- (a) Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.
 - (b) Memorabilia, souvenirs, collectors' items and similar articles, whose age or history contribute to their value.
 - (c) Articles not maintained in good or workable condition.
 - (d) Articles that are outdated or obsolete and are stored or not being used.
 - (e) Property separately described and specifically insured elsewhere in this policy, unless the separate description of insurance states that replacement cost loss settlement applies.
- (2) We will pay no more than the least of the following amounts:
 - (a) Replacement cost at the time of loss without deduction for depreciation;
 - (b) The full cost of repair at the time of loss;
 - (c) The limit of liability that applies to Coverage C, if applicable; or
 - (d) Any applicable special or separately described limit of liability stated in this policy.
 - (3) If the cost to repair or replace the property is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
 - (4) You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us, within 180 days after the date of the loss, of your intent to repair or replace the damaged property.

XI. SECTION II – ADDITIONAL COVERAGES, Paragraph **C. Damage to Property Of Others**, sub-paragraph 1. is replaced with the following:

- 1. We will pay, at replacement cost, up to the amount shown in Schedule 1 per "occurrence" for "property damage" to property of others caused by an "insured".

XII. SECTION I AND SECTION II – SUPPLEMENTAL LOSS ASSESSMENT COVERAGE

- 1. We will pay, up to the amount listed in the Declarations, for one or more assessments arising out of a single loss covered under both Section I and Section II.
- 2. **SECTION II – EXCLUSION**
SECTION II - EXCLUSIONS, paragraph **F.1.** does not apply to this Supplemental Loss Assessment Coverage.

XIII. ADDITIONAL INSURED LOCATIONS

Definition 6. "insured location" of the DEFINITIONS section of the policy and the exception to **SECTION II – EXCLUSIONS**, paragraph **E.2. "Business"**, sub-paragraph **b.** are extended to include the location(s) listed on the Declarations under "Additional Insured Locations".

XIV. ADDITIONAL INTERESTS

If we decide to cancel or not to renew this policy, the persons or organizations named in the Declarations will be notified in writing.

XV. The following is added to SECTION II – EXCLUSIONS:
Certain Animals

"Bodily injury" or "property damage" caused by an animal owned by or in the care, custody or control of an "insured" or guest of an "insured" or, in the care, custody or control of a roomer, boarder, tenant, resident, "residence employee" or guest of such roomer, boarder, tenant or other occupant of the "residence premises" that is:

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- a. Wild by birth or by nature or a species not customarily domesticated;
- b. Illegal to acquire, own or keep;
- c. A bird of prey;
- d. Venomous or poisonous; or
- e. A non-human primate.

Harassment

“Bodily injury”, “property damage” or “personal injury” arising out of any oral, written, electronic, digital or other means of, communication, publication or physical action that:

- a. Is directed at or to an individual or group of individuals; and
- b. Includes content, material or action that is or is perceived as:
 - (1) Bullying, harassing, degrading, intimidating, threatening, tormenting or otherwise abusive; or
 - (2) Causing or having caused emotional or psychological distress or fear of imminent harm or death.

This exclusion applies whether or not the communication, publication or action is:

- (a) Composed, created, sent or performed by an “insured”;
- (b) Part of a series of communications, publications or actions;
- (c) Directed at or to the person who suffered “bodily injury” or “property damage”;
- (d) Expected or intended to cause emotional, mental or physical harm to an individual; or
- (e) Intended to be public or private.

Statements Regarding Financial Transactions

“Bodily injury”, “property damage” or “personal injury” arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ESCAPED FUEL EXCLUSION

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 - SPECIAL

HOMEOWNERS 5 – COMPREHENSIVE

I. The following is added to SECTION II – EXCLUSIONS:

Escaped Fuel

Coverages **E** and **F** do not apply to any “bodily injury”, “property damage” or “personal injury” arising out of the escape or release of fuel from a “fuel system”. This exclusion applies to any:

- a. Supervision, instructions, recommendations, warnings or general advice given in connection with the above;
- b. Obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such “bodily injury” or “property damage”, damages, loss, cost, payment or expense; or
- c. Request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of fuel in any form.

This exclusion does not apply to “bodily injury” or “property damage” arising out of fire or explosion that results from such escaped or released fuel.

II. For purposes of this endorsement, the following is added to the DEFINITIONS section of the policy:

“Fuel system” means:

- a. One or more containers, tanks or vessels which have a total combined fuel storage capacity of 100 or more U.S. gallons; and
 - (1) Are, or were, used to hold fuel; and
 - (2) Are, or were, located on any one location;
- b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in paragraph a. above;
- c. Filler pipes and flues connected to one or more containers, tanks or vessels described in paragraph a. above;
- d. A boiler, furnace or a water heater, the fuel for which is stored in a container, tank, or vessel described in paragraph a. above;
- e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in paragraph a. above; or
- f. A structure that is specifically designed and built to hold escaped or released fuel from one or more containers, tanks or vessels described in paragraph a. above.

A “fuel system” does not include any fuel tanks that are permanently affixed to a “motor vehicle” or watercraft owned by an “insured”, used for powering the “motor vehicle” or watercraft and not used at any time or in any manner for “business”.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This endorsement modifies insurance provided under the following:
HOMEOWNERS 3 - SPECIAL
HOMEOWNERS 5 – COMPREHENSIVE

The following is added to **SECTION II – EXCLUSIONS:**

Lead

Coverages **E** and **F** do not apply to any “bodily injury”, “property damage” or “personal injury” arising out of the actual or alleged presence of or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead pigment, lead compounds or lead in any form which is or was contained or incorporated into any material substance. This exclusion applies to any:

- a. Supervision, instructions, recommendations, warnings or general advice given in connection with the above;
- b. Obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such “bodily injury” or “property damage”, damages, loss, cost, payment or expense;
- c. Request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of lead, lead pigment, lead compounds or materials or substances containing lead in any form; or
- d. Loss, cost, payment or expense related to any claim, suit, order, defense, demand or infestation of any kind incurred in connection with the above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER OR STEAM SEEPAGE OR LEAKAGE EXCLUSION

This endorsement modifies insurance provided under the following:
HOMEOWNERS 3 - SPECIAL
HOMEOWNERS 5 – COMPREHENSIVE

The following is added to **SECTION I – EXCLUSIONS**:

Water or Steam Seepage or Leakage

Water or steam seepage or leakage means the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of weeks, months or years.

This exclusion applies regardless of the source from which the water, steam or condensation seeped or leaked.

All other terms and conditions of this policy remain unchanged.



Openly Privacy Notice

Openly values its relationship with you and recognizes that customer trust is a fundamental element to any successful relationship. Openly will protect your privacy and the personal information we use to provide you with superior products and services. We want you to understand how we protect the confidentiality of all personal information obtained in the course of doing business with you.

Summary

This section summarizes our privacy practices:

- We gather information from you, your transactions with us, and outside sources.
- We use your information only to conduct our business and provide insurance to you.
- We will share your information with your selected agent.
- We will not share your information with other companies for their marketing purposes without your consent.
- We limit access to your information and use safeguards to help protect it.
- You may review and correct your information.

What Information Do We Collect About You?

We collect information about you to quote you and service your insurance policy.

We collect “Nonpublic Personal Information” which is information that identifies you and is not available to the public. Depending on the product, we collect this information from some or all of the following sources:

- **Application Information:** This is the information provided on the application, through your agent, by phone or online. We may also obtain it from directories and other outside sources. It may include your name, street and e-mail addresses, phone number, Social Security number, date of birth, and information about other named insureds.
- **Consumer Report Information:** We obtain this from consumer reporting agencies. It includes your claims history with other insurers and credit report information. The information is kept by the consumer reporting agencies and disclosed by them to others as permitted by law.
- **Transaction Information:** This is information about your transactions with us, our affiliates, or others. It includes your insurance coverages, limits and rates, and payment and claims history. It also includes information we require for billing and payment.



Who Do We Share Information With?

All financial companies need to share customers' personal information to run their everyday business.

We will share information about you only as permitted by law.

Disclosures include those that we feel are required to provide insurance claims or customer service, prevent fraud, perform research, or comply with the law. Recipients include, for example, insurance companies, claims representatives, service providers, consumer reporting agencies, insurance agents, law enforcement, courts, and government agencies. These parties may disclose the information to others as permitted by law.

How Do We Protect Your Information?

To protect your personal information from unauthorized access and use, we use security measures that comply with applicable laws.

We restrict access to your Nonpublic Personal Information to our employees and others who we feel must use it to provide our products and services. Their use of the information is limited by law and written agreements where appropriate. We also maintain physical, electronic, and procedural safeguards to protect your information.

Questions?

Call (857) 990-9080 or email us at service@openly.com

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.