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Customer Notice of Privacy Policy, Producer Compensation Practices and Property Inspection Disclosures

Privacy Policy Disclosure

Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at www.hanover.com.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

Internal Access to Information

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at www.hanover.com.

Further Information

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers". We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at www.hanover.com.

Property Inspection and Property Valuation

Your professional insurance agent is dedicated to working with you to help make sure that you have the appropriate amount of coverage for your property. From time to time, we may order an inspection of your property to assist with the determination of whether the coverage on your property is adequate. We may also order an inspection to assist us in our underwriting process. Our inspection process may involve discussions with your agent, a phone discussion with you, inspecting and taking pictures of your property, a computerized analysis using a set of cost factors including labor and construction materials in your region, or a combination of these or other measures to help determine whether you have the appropriate amount of coverage for your property. It is necessary that you cooperate with us when we make a property inspection request. It is important to understand that the market value of your property and the replacement cost may differ significantly for many reasons, including that construction costs may differ significantly from region to region. We utilize third party vendors to provide us with inflation trend information for your region. We will also periodically apply automatic inflation adjustments to your coverage amounts to keep pace with regional inflation trends. If you have questions about the amount of your coverage compared to the replacement cost of your property, you should contact your agent. Also, if you made changes to your property during the policy period, or have information which you feel we should be aware of, such as the installation of upgraded fixtures or other changes or additions to the property which may have bearing on its value, you should contact your agent or us directly to provide such information. Although the responsibility for making sure your property is properly insured to its value rests with you, our property inspection and coverage evaluation program has been designed to assist you and your agent with this evaluation and to assist us in our underwriting process. Please refer to your issued policy for the coverage you are afforded.

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. -Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc.- Campania Insurance Agency Co. Inc.- Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company -Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. - Professional Underwriters Agency, Inc.- Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.



LIMITED HOME DAY CARE COVERAGE ADVISORY NOTICE TO POLICYHOLDERS

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

- A. "Business", as defined in the policy, means:
 - 1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - **2.** Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in b. through d. below; and
 - (2) For which no insured receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - **b.** Volunteer activities for which no money is received, other than payment for expenses incurred to perform the activity;
 - **c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an insured.
- **B.** If you or any other insured regularly provides home day care services to a person or persons other than you or any other insureds as their trade, profession or occupation, that service is a "business".
- **C.** If home day care service is not your or any other insured's given trade, profession or occupation but is an activity:
 - 1. That you or any other insured engages in for money or other compensation; and
 - **2.** From which you or any other insured receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

- **D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
 - 1. Described in A.2. above; and
 - 2. Engaged in for money by you or any other insured;

may be considered a "business" if the \$2,000 threshold is exceeded.

- **E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:
 - **1.** Does not provide:
 - **a.** Section **II** coverages. This is because your "business" or the "business" of any other insured is excluded under Section **II**-Exclusions;
 - b. Coverage, under Section I, for other structures from which any "business" is conducted; and

- 2. Limits Section I coverage, under Coverage C Special Limits Of Liability, for "business" property:
 - a. On the residence premises for the home day care "business" to \$2,500. This is because Coverage
 C Special Limits Of Liability imposes that limit on "business" property on the residence premises;
 - b. Away from the residence premises for the home day care "business" to \$1,500. This is because Coverage C - Special Limits Of Liability imposes that limit on "business" property away from the residence premises. 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.

Hanover Insurance Group® HVT J321169 770784400

HOMEOWNERS HO 03 45 12 02

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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.



DECLARATION

XS AC

HOMEOWNERS POLICY

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY CODE				
HVT J321169	03/30/2023 - 03/30/2024	MASSACHUSETTS BAY INSURANCE CO 440 LINCOLN ST WORCESTER MA 01653	770784400				
NAMED INSURED AN	ND MAILING ADDRESS	AGENT					
EVAN DUNNING STEPHANIE D DUNNING 2401 ASHEBURY WAY EDMOND, OK 73034		LANDESBLOSCH 5506 S LEWIS AVE TULSA, OK 74105 TELEPHONE: 918-664-7100					
POLICY PERIOD- 12:01 A.M. STANDARD TIME AT THE RESIDENCE PREMISES							
THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT: 2401 ASHEBURY WAY, EDMOND, OK 73034							
CONS	TRUCTION TERR	. YR. SECTION I LOSS	OCCUPANCY				
MASONRY	OR BRICK VENEER COQ	CONST. DEDUCTIBLE 1992 \$1000 PER OCCURRENCE	PRIMARY				
COVERAGE I	NFORMATION						
	NG STRUCTURES AL PROPERTY F USE	LIMIT OF LIABILITY \$425,000 \$42,500 \$318,750 \$212,500	PREMIUMS \$2,888.00				
E. PERSON	AL LIABILITY L PAY TO OTHERS	\$500,000 EACH OCCURRENCE \$5,000 EACH PERSON	\$48.00				
	\$2,936.00						
OPTIONAL C PLATINUM	\$238.00						
	\$238.00						
	\$3,174.00						

YOUR PREMIUM INCLUDES THE FOLLOWING DISCOUNTS AND PREMIUM ADJUSTMENTS:

ACCOUNT DISCOUNT ADVANCED QUOTE HOME SAFETY

DECLARATION

XS AC

HOMEOWNERS POLICY

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY CODE
HVT J321169	03/30/2023 - 03/30/2024	MASSACHUSETTS BAY INSURANCE CO 440 LINCOLN ST WORCESTER MA 01653	770784400
NAMED INSURED AN	ID MAILING ADDRESS	AGENT	•
EVAN DUNNING STEPHANIE D 2401 ASHEBUR EDMOND, OK	Y WAY	LANDESBLOSCH 5506 S LEWIS AVE TULSA, OK 74105 TELEPHONE: 918-664-7100	
	NDORSEMENTS - The Declar ow form your Homeowners :	ration and the policy forms and endors Insurance Policy:	ements
$\begin{array}{c} 231-6223 \\ HO 04 27 \\ 231-6202 \\ (231-6308 \\ 1) \\ 231-6556 \\ (231-6576 \\ 1) \\ 231-6195 \\ (231-6195 \\ 231-6279 \\ HO 04 77 \\ 1) \\ 231-6278 \\ HO 24 82 \\ (231-2331 \\ 231-6282 \\ (231-2341 \\ 231-6274 \\ (231-6274 \\ 231-6283 \\ (231-628$	9516INFLATION GUARD9516LEAD EXCLUSION9511LIMITED FUNGI, WE9516PLATINUM TOTAL HOU9516PLATINUM TOTAL HOU9722SPECIAL PROVISION9722SPECIAL PROVISION9817EXTENDED DWELLING9817LOSS ASSESSMENT CO9817LIMITED WATER BACH9817LIMITED WATER BACH9516LOCK REPLACEMENT CO9817OWNERS - SELECT PROPI9516REFRIGERATED PROPI9516REVISED DEDUCTIBLI9817SERVICE LINE COVER	F OR DRY ROT, OR BACTERIA COVERAGE JSEHOLD REWARDS ION & LMTD LIABILITY FOR ESCAPED FUEL S - OKLAHOMA ING COSMETIC DAMAGE EXCL - WIND/HAIL REPLACEMENT COST PENSE COVERAGE OVERAGE INCREASED AMOUNT OF COVERAGE KUP & SUMP DISCHARGE OR OVERFLOW COV OVERAGE COVERAGE REMIUM TRIM ERTY COVERAGE E - LARGE LOSS RAGE REPLACEMENT COST LOSS SETTLEMENT	
SWBC MORT % CENLAR PO BOX 20 FLORENCE,	CGAGE CORP ISAOA ATIMA 2028 SC 29502 BER: 0067641274		
) FIRE HYDRANT OR EQUAL TO 1000 FEET		
) FIRE STATION HAN 3 MILES BUT LESS THAN	N OR EQUAL TO 4 MILES	
NUMBER OF S	TVING AREA(SQ. FT): 2810 STORIES: 1 FULL OR HALF BATHROOMS:	3	



DECLARATION

XS AC

HOMEOWNERS POLICY

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY CODE			
HVT J321169	03/30/2023 - 03/30/2024	MASSACHUSETTS BAY INSURANCE CO 440 LINCOLN ST WORCESTER MA 01653	770784400			
NAMED INSURED AND MAILING ADDRESS AGENT						
EVAN DUNNING STEPHANIE D DUNNING 2401 ASHEBURY WAY EDMOND, OK 73034		LANDESBLOSCH 5506 S LEWIS AVE TULSA, OK 74105				
DESCRIPTIO:	N OF OPTIONAL COVERAGES	TELEPHONE: 918-664-7100				
EXTENDED DWELLING REPLACEMENT COST ADDITIONAL AMOUNT OF INSURANCE - 50%						
IDENTITY FRAUD EXPENSE COVERAGE LIMIT OF LIABILITY - \$25,000						
	LOCK REPLACEMENT COVERAGE LIMIT OF LIABILITY - \$1,000					
	LOSS ASSESSMENT COVERAGE RESIDENCE PREMISES - AMOUNT OF INSURANCE - \$10,000					
ORDINANCE	ORDINANCE OR LAW COVERAGE - 30%					
PROP REMEDIATION & LIMITED LIABILITY FOR ESCAPED FUEL AGGREGATE ESCAPED LIQUID FUEL LIABILITY LIMIT - \$50,000 PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL LIMIT - \$10,000 PROPERTY REMEDIATION ONLY APPLIES TO RESIDENCE PREMISES LOCATED AT: 2401 ASHEBURY WAY, EDMOND, OK 73034						
	ED PROPERTY COVERAGE LIABILITY - \$500					
	SERVICE LINE COVERAGE LIMIT OF LIABILITY - \$20,000					
	LIMITED WATER BACKUP & SUMP DISCHARGE OR OVERFLOW COVG LIMIT OF LIABILITY - \$10,000					
PERSONAL I	PERSONAL INJURY COVERAGE					
SECTION I	LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE SECTION I - PROPERTY COVERAGE LIMIT OF LIABILITY - \$10,000 SECTION II - COVERAGE E AGGREGATE SUBLIMIT OF LIABILITY - \$50,000					
LEAD EXCLU	SION					
WINDSTORM DEDUCTIBL	OR HAIL PERCENTAGE DEDUC' E IS 2%	TIBLE APPLIES				

Hanover Insurance Group® 2140781471 HVT J321169 770784400

HOMEOWNERS 231-6282 08 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OWNERS - SELECT PREMIUM TRIM

SECTION I - PROPERTY COVERAGES

C. Coverage C - Personal Property

Under item **3. Special Limits of Liability**, paragraphs **a., b., c., d., e., f., g., h.**, and **i.** are deleted and replaced with the following:

- **a.** \$1,500 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. \$10,000 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.** \$3,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- **d.** \$3,000 on trailers or semitrailers not used with watercraft of all types.
- e. \$10,000 for loss by theft of jewelry, watches, furs, precious and semiprecious stones. However, we will not pay more than \$5,000 for any one item. (If this endorsement is attached to form **HO 00 05**, this limit also applies to loss by misplacing or losing).
- f. \$5,000 for loss by theft of firearms and related equipment. (If this endorsement is attached to form HO 00 05, this limit also applies to loss by misplacing or losing).
- g. \$10,000 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewter. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter. (If this endorsement is attached to form HO 00 05, this limit also applies to loss by misplacing or losing).
- h. \$10,000 on property, on the "residence premises", used primarily for "business" purposes.

No more than \$1,500 of this limit can be applied to "business" property:

- (1) In storage or held:
 - (a) As a sample; or
 - (b) For sale or delivery after sale; or
- (2) That pertains to a "business" actually conducted on the "residence premises".
- i. \$5,000 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".
- E. Additional Coverages is amended as follows:
 - 1. Under item 1. Debris Removal, paragraph a. and paragraph b. (1) are updated to the following:
 - **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 that applies to the damaged property, an additional 10% of that limit is available for such expense.

2. The limit of liability under 3. Trees, Shrubs and Other Plants is updated to the following:

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 \$1,500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

- **3.** The limit of liability under **4. Fire Department Service Charge** is increased to \$2,500.
- 4. The limit of liability under 6. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery And Counterfeit Money is increased to \$10,000.
- 5. Item 11. Ordinance or Law, paragraph a. is deleted and replaced with the following:
 - **a.** You may use up to 30% 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.

SECTION II - ADDITIONAL COVERAGES

C. Damage To Property Of Others

Paragraph **1.** is deleted and replaced with the following:

 We will pay, at replacement cost, up to \$3,000 per "occurrence" for "property damage" to property of others caused by an "insured".

All other provisions of the policy apply.



HOMEOWNERS 3 - SPECIAL 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:
 - "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:
 - 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:
 - 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:
 - 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.



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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.
- 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.

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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:

- 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 of jewelry, watches, furs, precious and semiprecious stones.
- **f.** \$2,500 for loss by theft of firearms and related equipment.
- **g.** \$2,500 for loss by theft 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:
 - 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 for 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 handi capped;
- **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 in 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.

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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 under Coverage C;

provided the trees:

- (3) Damage a covered structure; or
- (4) Do not damage a covered structure, but:
 - (a) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

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

The \$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 under Coverage A, 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. 2140781471 HVT J321169 770784400

- 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

- **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 named under Coverage C;
 - (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:
 - 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 by a Peril Insured Against in Coverage **C**, other than Theft.

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:
 - 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 under Coverage **C**.

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

SECTION I - PERILS INSURED AGAINST

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

- 1. We insure against direct physical loss to property described in Coverages A and B.
- 2. We do not insure, however, for loss:
 - a. Excluded under Section I Exclusions;
 - **b.** Involving collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

except as provided in **E.8.** Collapse under Section I - Property Coverages; or

- c. Caused by:
 - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
 - (a) Maintain heat in the building; or
 - (b) Shut off the water supply and drain all systems and appliances of water.

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

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

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
 - (a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or
 - (b) A storm drain, or water, steam or sewer pipes, off the "residence premises".

For 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

- (6) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
 - (c) Smog, rust or other corrosion, or dry rot;
 - (d) Smoke from agricultural smudging or industrial operations;
 - (e) 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 named under Coverage **C**.

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;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g) Birds, rodents or insects;
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (i) Animals owned or kept by an "insured".

Exception To c.(6)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **A** or **B** 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 premises". "residence 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 c.(5) and (6) above.

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

B. Coverage C - Personal Property

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

1. Fire Or Lightning

2. 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.



- 3. Explosion
- 4. Riot Or Civil Commotion
- 5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism Or Malicious Mischief

- 9. Theft
 - **a.** This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
 - **b.** This peril does not include loss caused by theft:
 - (1) Committed by an "insured";
 - (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;
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
 - (4) That occurs off the "residence premises" of:
 - (a) Trailers, semitrailers and campers;
 - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
 - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

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10. 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.

11. Weight Of Ice, Snow Or Sleet

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

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
 - (1) To the system or appliance from which the water or steam escaped;
 - (2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;
 - (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
 - (4) 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.
- **c.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. 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 this peril.

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

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

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

14. Freezing

- **a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water.

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

b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

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

16. Volcanic Eruption

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

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.

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.

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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.
 - 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.
 - 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:

- 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, 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;
- 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;
 - 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.

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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

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- **2.** To a person off the "insured location", if the "bodily injury":
 - 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"

- 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".



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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; 2140781471 HVT J321169

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;

- "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";
- "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;
- "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

- 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;
- 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;



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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.

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D. Loss Assessment

- 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 expenses 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;
- 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

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(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.



THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

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John C. Roche President

Charles Frederick Cronin Secretary



LEAD EXCLUSION

For the purpose of this endorsement, "lead" means lead, lead pigment, lead compounds or lead in any form which is or was contained in or incorporated into any material or substance.

Section I - Property Coverages, do not apply to any costs or expenses incurred or loss arising out of or resulting from:

- the removal, testing for, monitoring, clean-up, abatement, treatment, or neutralizing of "lead", including any soil or earth containing "lead"; or
- any governmental direction or other request that you test for, monitor, clean-up, remove, abate, contain, treat, or neutralize "lead", including soil or earth containing "lead";

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

 arising out of, resulting from, caused by, or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation, absorption, adsorption, existence, or presence of, or exposure to, or contact with, any "lead" including soil or earth containing "lead"; or

 any costs or expenses incurred or loss arising out of any claim, governmental direction, or request that you test for, monitor, clean-up, remove, dispose of, abate, mitigate, remediate, contain, treat or neutralize "lead" including any soil or earth containing "lead";

at or from any premises, site or location which is or was at any time owned by, occupied by, rented to, or loaned to any "insured".

This exclusion applies to any loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of "lead" including soil or earth containing "lead".

This exclusion also applies to any obligation to share losses, damages, costs, payments or expenses with someone else or to repay someone else who must pay damages, costs, payments or expenses.

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:
 - 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:

- **a.** When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PLATINUM HOME TOTAL HOUSEHOLD REWARDS

The following coverages are added:

A. Waiver of Deductible

If both your Personal Auto and Home are insured with the Hanover Insurance Company or one of its Affiliates and you suffer a loss to more than one insured property from a single incident, only the highest of the applicable deductibles to your policies shall apply. Once that deductible has been exhausted, the remaining deductibles shall be waived. You cannot collect more than the applicable limit of insurance.

This provision applies only, if at the time of loss, the company insures your affected property which includes only:

1. Private Passenger Auto;

- 2. Homeowners;
- **3.** Mobile Homeowners;
- 4. Rental Dwelling; and
- 5. Watercraft.

B. Fire Extinguisher Recharge or Replacement

We will pay expenses incurred to recharge or replace a portable fire extinguisher after it is used to fight a fire covered by this policy at the "residence premises". If the fire extinguisher cannot be recharged, we will replace it with one of the same or similar size and specifications.

No deductible applies to this coverage.

C. Mortgage Extra Expense Coverage

If a covered peril causes a "total loss" to your Dwelling, we will reimburse you for the following costs and expenses incurred to replace the damage property when they are incurred within 120 days of the loss:

1. Acquisition Costs

We will pay up to \$1,000 for the following direct monetary costs to purchase the replacement property:

a. Title Search fees;

b. Appraisal fees; and

c. Application fees.

2. Additional Monthly Mortgage Expense

We will pay that part of the additional monthly mortgage expense on the replacement dwelling which is due to a higher rate of interest. This is based on the balance owed on the original mortgage at the time of loss and for a like term.

Our limit of liability shall not exceed \$250 per month for one year from the date of the first payment. Payment under this coverage will be made semi-annually when you provide satisfactory evidence that the mortgage for which payment is being made remains in full force and effect. It is also required that proof of the current rate of interest be provided.

The term "total loss", when used in this Mortgage Extra Expense Coverage, means a covered loss to your Dwelling for which we have paid or agreed to pay an amount equal to or greater than the total limit of liability for Coverage A - Dwelling shown in the Declarations.

No deductible applies to this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PROPERTY REMEDIATION AND LIMITED LIABILITY COVERAGE FOR ESCAPED LIQUID FUEL

SCHEDULE

The coverage provided by this endorsement and the applicable Limits Of Liability shown in this Schedule apply. These limits of liability apply to the total of all loss or expense, including loss assessments, payable under this endorsement, regardless of the number of locations insured under this endorsement or the number of assessments charged against the "insured" during the policy period.

1.	Aggregate Limited Escaped Liquid Fuel Liability Limit Of Liability	\$
2.	Property Remediation For Escaped Liquid Fuel Limit Of Liability This Property Remediation For Escaped Liquid Fuel Limit Of Liability applies only to the "residence premises" as defined in the policy and as shown in the Declarations.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Definitions

The definitions applying to the policy form apply to this endorsement. Definitions **12.** through **14.** are added only with respect to the coverage provided by this endorsement.

- "Covered real property". The following applies only to the Section I - Property Coverages - Property Remediation For Escaped Liquid Fuel:
 - **a.** "Covered real property" means:
 - Property owned by an "insured" and covered under Coverage A of this policy;
 - (2) 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";
 - (3) Property owned by an "insured" and covered under Coverage B of this policy, provided such property is located on the "residence premises"; and
 - (4) Land, other than farm land:
 - (a) Which is within the "residence premises";
 - (b) Which is owned by an "insured"; and

- (c) On which a building or structures described in 12.a.(1) through 12.a.(3) are located.
- **b.** "Covered real property" does not include:
 - (1) Water;
 - (2) Other structures that are part of the "fuel system"; or
 - (3) Trees, shrubs, plants or lawns, except to the extent provided in **B.3.c.** of this endorsement.
- "Covered personal property". The following applies only to the Section I - Property Coverages - Property Remediation For Escaped Liquid Fuel:
 - **a.** "Covered personal property" means personal property:
 - Owned or used by an "insured" and covered under Coverage C of this policy; and
 - (2) Located on the "residence premises".
 - b. Loss to such property shall be subject to those Coverage C Special Limits of Liability that apply.



- 14. "Fuel system" means:
 - a. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and
 - (1) Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:
 - (a) To heat or cool a building;
 - (b) To heat water;
 - (c) To cook food; or
 - (d) To power "motor vehicles" or watercraft owned by an "insured" and not used primarily for "business"; and
 - (2) Are, or were, located on:
 - (a) "Covered real property"; or
 - (b) An "insured 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 **14.a.**;
 - **c.** Filler pipes and flues connected to one or more containers, tanks or vessels described in **14.a.**;
 - A boiler, furnace or water heater, the liquid fuel for which is stored in a container, tank or vessel described in 14.a., and which is located on:
 - (1) "Covered real property"; or
 - (2) An "insured location";
 - e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in 14.a.; or
 - f. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in **14.a.**

A "fuel system" does not include any fuel tanks that are permanently affixed to a "motor vehicle" or watercraft listed in **a.(1)(d)** above.

B. Section I - Property Coverages

The following coverage is added:

Property Remediation For Escaped Liquid Fuel

- 1. With respect to the total of all escapes of liquid fuel from a "fuel system" which an "insured" first discovers or learns of during the policy period, we will pay up to the Property Remediation for Escaped Liquid Fuel Limit Of Liability shown in the Schedule for loss or expense described in **3.** below.
- 2. The limit shown in the Schedule for this coverage is the most we will pay for the total of all loss or expense payable under 3. below regardless of the:
 - **a.** Number of locations insured under this endorsement;
 - b. Number of escapes of liquid fuel from a "fuel system" an "insured" first discovers or learns of during the policy period; or
 - c. Number of claims made.

3. Loss Or Expense Covered

This coverage pays for:

- a. Loss to:
 - (1) "Covered real property"; or
 - (2) "Covered personal property";

caused directly or indirectly by the escape of such fuel from a "fuel system";

- **b.** The expense you incur to:
 - Take temporary measures to stop the further escape of liquid fuel from any part of the "fuel system";
 - (2) Retard or stop the spread of escaped liquid fuel;
 - (3) Clean up, remove or treat loss to:
 - (a) "Covered real property"; or
 - (b) "Covered personal property"; or
 - (4) Test, monitor or assess the effects of the escape of liquid fuel in, on or away from "covered real property":
 - (a) As required by law; or
 - (b) In response to a request, demand or order by a governmental authority or court of law.

We will pay for such expense only if it results from the same escape that is payable under **a.** or **b.(1), (2)** and **(3)** above;

c. Loss to trees, shrubs, plants or lawns, located on the "residence premises", but only if there is loss or expense caused by the same escape that is payable under a. or b. above. However, we will not pay more than an amount equal to 5% of the Property Remediation for Escaped Liquid fuel Limit Of Liability shown in the Schedule for the total of all loss to trees, shrubs, plants or lawns. No more than \$500 of this amount will be payable for any lawn or any one tree, shrub or plant. We do not cover property grown for "business".

Under Form **HO 00 08**, no more than \$250 of the amount of insurance available under this coverage will be payable for lawns or any one tree, shrub or plant; and

d. Additional Living Expense

- (1) Additional Living Expense means any necessary increase in living expenses you incur, so that your household can maintain its normal standard of living, if the escape of liquid fuel:
 - (a) Results in loss or expense payable under **a.** or **b.** above; and
 - (b) Makes that part of the "residence premises" where you reside not fit to live in.
- (2) Payment for Additional Living Expense will be for the shortest time required:
 - (a) To make that part of the "residence premises" where you reside fit to live in; or
 - (b) For your household to settle elsewhere, if you permanently relocate.

This period of time applies even if it extends past the expiration date of this policy.

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

- (3) This coverage does not increase the Property Remediation for Escaped Liquid Fuel Limit Of Liability shown in the Schedule.
- (4) Section I Property Coverages, D. Coverage D - Loss Of Use in the policy form does not apply to this endorsement.

4. Loss Or Expense Not Covered

We will not pay:

a. For any diminution or reduction in the market value of any:

- (1) "Covered real property"; or
- (2) "Covered personal property";

whether or not such property is damaged;

- **b.** For any damage resulting from the loss of or reduction in value of a pending sale of:
 - (1) "Covered real property"; or
 - (2) "Covered personal property";
- c. To replace any fuel;
- d. For any expense to:
 - (1) Demolish or remove; or
 - (2) Repair, replace, rebuild or restore;

any part of a "fuel system", other than those expenses provided for in **3.a.** or **3.b.** above; or

- e. For any damage that results from an escape from:
 - (1) One or more containers, tanks or vessels that are, or were, used to hold liquid fuel and are a part of a "motor vehicle" or watercraft; or
 - (2) Related lines or parts that are, or were, connected to a "motor vehicle" or watercraft.
- For Form HO 00 03, under Section I Perils Insured Against, Paragraph A.2.c.(6)(e) does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.
- 6. For Form HO 00 05, under Section I Perils Insured Against, Paragraph A.2.e.(5) does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.
- 7. When the Special Computer Coverage Endorsement is attached, Paragraph 2.b.(9)(e) in that endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.
- The Additional Coverages under Section I -Property Coverages and the Section I -Exclusions apply to this Property Remediation For Escaped Liquid Fuel Coverage.
- The Section I Conditions apply to this Property Remediation For Escaped Liquid Fuel Coverage except as provided in C. Section I - Conditions below.
- This Property Remediation For Escaped Liquid Fuel Coverage does not apply to any "residence premises" at which the containers, tanks or vessels, described in A.14.a. above, have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

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Coverage, if any, for escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- c. Other provisions; and
- **d.** Limits of Liability;

that apply to real and personal property under the policy to which this endorsement is attached.

C. Section I - Conditions - Property Remediation For Escaped Fuel

With respect to loss or expense described in **B**. Section I - Property Coverages above, Section I Condition G. Other Insurance And Service Agreement in the policy form is replaced by the following:

G. Other Insurance, Service Agreements And Government Funds

If loss or expense covered in **B**. Section I - Property Coverages above is also covered by:

- 1. Other insurance, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss or expense;
- 2. A service agreement, then this Property Remediation For Escaped Liquid Fuel Coverage is excess over any amounts payable under any such agreement. Service Agreement means a "fuel system" service plan, property restoration protection plan, or similar service or warranty agreement, even if it is characterized as insurance; or
- **3.** A government fund, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount payable for the loss or expense to the extent permitted by law.

D. Section II - Liability Coverages

Limited Escaped Liquid Fuel Liability Coverage

 With respect to "bodily injury" or "property damage" described in D.2. below, the coverages provided by Section II - Liability Coverages, Coverage E - Personal Liability and Coverage F - Medical Payments To Others in the policy form, and the Limits Of Liability stated on the Declarations page do not apply. 2. This coverage applies 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" involving the escape of fuel from a "fuel system". However, this limited coverage does not apply to an "occurrence" of fire or explosion that results from such escaped fuel. Damages resulting from such an "occurrence" of fire or explosion are subject to the Coverage E limit of liability of the policy to which this endorsement is attached.

NO OTHER ESCAPED LIQUID FUEL LIABILITY COVERAGE APPLIES UNDER THIS POLICY EXCEPT AS PROVIDED IN **D.2.** ABOVE AND **E.** BELOW.

- **3.** If coverage applies as stated in **D.2.** above, we will:
 - a. Pay up to the Aggregate Limited Escaped Liquid Fuel Liability Limit Of Liability stated in the Schedule for damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
 - b. 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 the Aggregate Limited Escape Liquid Fuel Liability Limit Of Liability stated in the Schedule for damages resulting from "bodily injury" or "property damage" described in D.2. above has been exhausted by payment of a judgment or settlement.
- 4. With respect only to applying the provisions of this coverage as described in D.2. above, "bodily injury" or "property damage caused in whole or in part by an "occurrence" described in D.2. above shall be deemed to have been caused solely by such an "occurrence" regardless of any other covered cause or event contributing to the "bodily injury" or "property damage".
- The Section II Additional Coverages in the policy form apply with respect to this coverage as described in D. above except as provided in E. Section II - Additional Coverages below.
- The Section II Conditions in the policy form apply with respect to this coverage as described in D. above except as provided in F. Section II - Liability Conditions below.

 This coverage does not apply to an "insured location" at which the containers, tanks or vessels described in A.14.a. above have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for an "occurrence" involving the escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- **c.** Other provisions; and
- d. Limits of Liability;

that apply to Coverages **E** and **F** in the policy to which this endorsement is attached.

E. Section II - Additional Coverages

With respect to coverage described in **D. Section II - Liability Coverages** above, Additional Coverage **D. Loss Assessment** in the policy form is replaced by the following:

D. Loss Assessment

- We will pay up to the Aggregate Limited Escaped Liquid Fuel Liability Limit Of Liability as stated in the Schedule 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.** An "occurrence" involving the escape of fuel from a "fuel system"; 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. We do not cover assessments charged against you or a corporation or association of property owners:
 - a. As required by law; or
 - **b.** In response to a request, demand or order by a governmental authority or court of law.
- **3.** Regardless of the number of assessments, the Aggregate Limited Escaped Liquid Fuel Liability Limit Of Liability stated in the Schedule is the most we will pay for loss arising out of:

- **a.** All accidents, including continuous or repeated exposure to the same general harmful conditions; or
- **b.** All covered acts of one or more directors, officers or trustees. An act involving more than one director, officer or trustee is considered to be a single act.

THE LIMIT APPLICABLE TO THIS LOSS ASSESSMENT COVERAGE DOES NOT INCREASE THE AGGREGATE LIMITED ESCAPED LIQUID FUEL LIABILITY LIMIT OF LIABILITY STATED IN THE SCHEDULE.

 Section II - Condition I. Policy Period in this endorsement and in the policy form to which this endorsement is attached does not apply to this coverage.

F. Section II - Liability Conditions

With respect to coverage described above in **D**. Section **II** - Liability Coverages:

- Conditions D. Duties Of An Injured Person -Coverage F - Medical Payments To Others and E. Payment Of Claim - Coverage F -Medical Payments To Others in the policy form are deleted; and
- 2. Conditions A. Limit Of Liability, B. Severability Of Insurance and I. Policy Period in the policy form are replaced by the following:

A. Aggregate Limit Of Liability

Our total liability in any one policy period for all damages resulting from the total of all "bodily injury" or "property damage" during the policy period will not be more than the Aggregate Limited Escaped Liquid Fuel Liability Limit Of Liability stated in the Schedule. This is the most we will pay regardless of the:

- 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 claims made.

The "occurrence" limit of liability does not apply to this coverage.



B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Limited Escaped Liquid Fuel Limit of Liability described in **A**. Aggregate Limit of Liability above. This condition will not increase the limit for this coverage.

I. Policy Period

This endorsement applies to "bodily injury" or "property damage" described in **D.2.** above which occurs during the policy period.

All other provisions of the policy not specifically modified by this endorsement apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. SPECIAL PROVISIONS - OKLAHOMA

DEFINITIONS

Item B.1.a.(2) is replaced with the following:

(2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by an "insured";

The following is added to item **B. 3.** "Business":

c. Any activity or process engaged in for money, other consideration, or any benefit, involving the extraction of gas, oil, minerals, or any other substance from the land. This includes the lease of land, buildings, structures, or other personal property for any such activity or process.

SECTION I - PROPERTY COVERAGES

B. Coverage B - Other Structures

Paragraph **3.** is deleted and replaced with the following:

3. The most we will pay for this coverage is the limit of liability for **B** - Other Structures shown in the Declarations. Use of this coverage does not reduce the Coverage **A** limit of liability.

E. Additional Coverages

In all forms except HO 00 08:

8. Collapse

Paragraph **e.** is deleted and replaced by the following:

e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, basement wall or floor, 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.

SECTION I - CONDITIONS

C. Duties After Loss.

Paragraph **1.** is deleted and replaced with the following:

1. Give prompt notice to us or our agent. With respect to a loss caused by the peril of Windstorm or Hail, that notice must be provided to us or our agent promptly and no later than one year from the date of the loss. In the event of damage to a roof due to wind or hail where the damage is not evident without inspection, notice must be provided to us or our agent no later than two years from the date of loss.

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:

- 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:

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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.)

SECTION II - EXCLUSIONS

Paragraph E.7. Sexual Molestation, Corporal **Punishment Or Physical Or Mental Abuse** is replaced by the following:

7. Sexual Molestation, Sexual Misconduct Or Harassment, Corporal Punishment, Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of any actual, alleged, or threatened sexual molestation, sexual misconduct or harassment, corporal punishment, or physical or mental abuse; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED DWELLING REPLACEMENT COST

SCHEDULE Additional Amount Of Insurance % The Additional Amount Of Insurance is determined by multiplying the Coverage A Limit Of Liability shown in the Declarations by the percentage amount shown above. Multiplying the Coverage A Limit Of Liability shown above. Information required to complete this Schedule, if not shown above, will be shown in the Declarations. Information required to complete this Schedule, if not shown above, will be shown in the Declarations. A. If at any time during any policy period you are: 1. We will provide an additional amount of insurance, up to the amount described in the Schedule above; and 2. Section L = Condition D Loss Settlement

- Constructing additions, alterations, or renovations to the building covered under Coverage A which equal or exceed the lesser of:
 - **a.** 25% of the Coverage **A** amount shown in the Declarations at the time of a covered loss, or
 - **b.** \$250,000;

the provisions of this endorsement do not apply until the construction is complete and you have allowed us to adjust the Coverage **A** limit of liability to 100% of the replacement cost based on the current evaluation tools used by us.

- B. If you have:
 - Insured the building to 100% of replacement cost based on current evaluation tools used by us;
 - **2.** Allowed us to adjust the Coverage **A** limit of liability and the premium in accordance with:
 - **a.** The property evaluations we make; and
 - **b.** Any increases in inflation; and
 - **3.** Notified us, if Section **A.** above does not apply, within 30 days of completion, of any additions, alterations, or renovations to the building insured under Coverage **A** which are valued at 5% or more of the Coverage **A** limit shown in the Declarations;

the provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged building.

C. If there is a loss to the building insured under Coverage **A** that exceeds the Coverage **A** Limit Of Liability shown in the Declarations, for the purpose of settling that loss only:

- Section I Condition D. Loss Settlement Paragraph 2. is replaced by Paragraphs 2., 3., and 4. as follows:
 - 2. The building insured under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts:
 - The replacement cost of that part of the building damaged with material of like kind and quality and for like use;
 - **b.** The necessary amount actually spent to repair or replace the damaged building; or
 - **c.** The limit of liability under this policy that applies to the building, plus any additional amount provided by this endorsement.

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

- **3.** We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- 4. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to the building on an actual cash value basis. You may then make claim for any additional liability on a replacement cost basis, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.



D. If the Functional Replacement Cost Loss Settlement endorsement or the Modified Functional Replacement Cost Loss Settlement endorsement is attached to the policy, then any reference to replacement cost in this form is replaced with "functional replacement cost".

"Functional replacement cost" means the amount which it would cost to repair or replace the damaged building with less costly common construction materials and methods which are functionally equivalent to obsolete, antique or custom construction materials and methods used in the original construction of the building.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. IDENTITY FRAUD EXPENSE COVERAGE

DEFINITIONS

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

- "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent:
 - a. To commit: or
 - **b.** To aid or abet another to commit:

any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

- **2.** "Expenses" means:
 - a. Costs for notarizing affidavits or similar documents which attest to fraud required by financial institutions or similar credit grantors or credit agencies.
 - **b.** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
 - **c.** Lost income resulting from time taken off work to:
 - (1) Complete fraud affidavits; or
 - (2) Meet with or talk to law enforcement agencies, credit agencies and/or legal counsel;

up to a maximum payment of \$250 per day. Total payment for lost income is not to exceed \$2,000.

- **d.** Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- e. Reasonable attorney fees incurred as a result of "identity fraud" to:
 - Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and

(3) Challenge the accuracy or completeness of any information in a consumer credit report.

We will pay for these attorney fees only when you have provided notice to us prior to hiring or incurring attorney fees, and you have received our written consent to do so.

- **f.** Charges incurred for long distance telephone calls to:
 - (1) Merchants;
 - (2) Law enforcement agencies;
 - (3) Financial institutions; or
 - (4) Similar credit grantors, or credit agencies:
 - to report or discuss an actual "identity fraud".

The following Additional Coverage is added under Section I:

IDENTITY FRAUD EXPENSE

We will pay up to the limit of liability shown in the Declarations for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

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

This coverage is additional insurance.

EXCLUSIONS

The following exclusions apply to this coverage:

We do not cover:

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



4. "Expenses" incurred due to any fraudulent, dishonest or criminal act by any occupant of the "residence premises" or any blood relative.

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.

C. Duties After Loss

The following is added:

Send to us, within 60 days after our request:

- a. Receipts;
- **b.** Bills; or
- c. Other records;

that support your claim for "expenses" under "identity fraud" coverage.

SCHEDULE

Α.	"Residence Premises" - Amount of Insurance: \$		
в.	Additional Locations		
	Location of Unit or Premises		
Inf	Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

1. Residence Premises

We will pay, up to the Amount of Insurance shown in **A**. in the Schedule above, for one or more assessments arising out of a single loss covered under:

- a. Section I Additional Coverage E.7. Loss Assessment (This is Additional Coverage C.7. in Form HO 00 04 and D.7. in Form HO 00 06.);
- **b.** Section **II** Additional Coverage **D.** Loss Assessment; or
- c. Both Section I and Section II.

2. Additional Locations

We will pay, up to the Amount of Insurance shown in **A.** above, your share of covered loss assessments as described in Section I -Additional Coverage **E.7.** Loss Assessment and Section **II** - Additional Coverage **D.** Loss Assessment of the policy, arising out of the unit or premises listed in **B.** in the Schedule above. This is the most we will pay for one or more assessments arising out of a single loss covered under:

- a. Either Section I Additional Coverage E.7.
 Loss Assessment or Section II Additional Coverage D. Loss Assessment; or
- **b.** Both Section I and Section II.
- 3. Section II Exclusion

Section II - Exclusion F.1.a. does not apply to this coverage.



ORDINANCE OR LAW INCREASED AMOUNT OF COVERAGE

SCHEDULE*

New Total Percentage Amount:

*Entry may be left blank if shown elsewhere in this policy for this coverage.

SECTION I - PROPERTY COVERAGES ADDITIONAL COVERAGES

11. Ordinance Or Law

The total limit of liability that applies:

a. To Coverage **A**, or

b. For Form **HO 00 04**, to Building Additions And Alterations;

is increased from 10% to the percentage amount shown in the Schedule above.

This is Additional Coverage **10.** in Form **HO00 06.** All other provisions of this policy apply.

LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

SCHEDULE

Limited Water Back-up And Sump Discharge Or Overflow Coverage		
Limit Of Liability:	\$	
Information required to complete this Schedule, if not show	n above, will be shown in the Declarations.	

Coverage provided by this endorsement applies to losses that occur after the fifth day from the date that this endorsement is added to the policy. This delay in coverage does not apply if this endorsement is:

- 1. included on the effective date that the policy is originally written with us; or
- 2. added on the renewal date of your policy.

A. Section I - Property Coverages

E. Additional Coverages

The following coverage is added:

Limited Water Back-up And Sump Discharge Or Overflow Coverage

We will pay up to the Limit Of Liability shown in the Schedule for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or waterborne material, which:

- Originates from within the dwelling where you reside and backs up through sewers or drains; or
- 2. Overflows or is discharged from a:
 - **a.** Sump, sump pump; or
 - **b.** Related equipment;

even if such overflow or discharge results from mechanical breakdown or power failure. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown or power failure.

Up to \$5,000 of the limit of liability for Limited Water Back-up and Sump Discharge or Overflow Coverage may be applied to loss caused by fungi, mildew, mold, wet or dry rot which results from a loss covered by this endorsement. This sublimit does not increase the limit of liability for this endorsement. This coverage does not increase the limits of liability for Coverage **A**, **B**, **C** or **D** stated in the Declarations.

B. 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;

2.j.(2) in Endorsement HO 05 24;

3.j.(2) in Endorsement HO 17 31; and

2.c.(6)(b) in Endorsement HO 17 32;

are replaced by the following:

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

C. Special Deductible

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

We will pay only that part of the total of all loss under Section I that exceeds the greater of \$1,000 or the policy deductible not to exceed the limit shown in the Declarations.

No other deductible applies to this coverage.

This deductible does not apply with respect to Coverage **D** - Loss of Use.

D. Section I - Exclusions

With respect to the coverage provided under this endorsement:

1. The **Water** Exclusion is replaced by the following:

Water

This means water which backs up through sewers or drains, or overflows or is discharged from a sump, sump pump or related equipment, as a direct or indirect result of:



- 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 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
- c. Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs C.1.a. and C.1.b. of this exclusion.

This exclusion applies regardless of whether any of the above, in Paragraphs **C.1.a.** through **C.1.c.**, is caused by an act of nature or is otherwise caused.

This exclusion 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 Paragraphs **C.1.a.** through **C.1.c.**, is covered.

2. The **Power Failure** Exclusion does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PERSONAL INJURY COVERAGE

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;
- 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 or written publication, in any manner, of material that violates a person's right of privacy.

"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

A. Coverage E - Personal Liability

The following is added to Coverage E - Personal Liability

Personal Injury Coverage

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

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

judgment or settlement.

SECTION II - EXCLUSIONS

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

This insurance does not apply to:

- 1. "Personal injury":
 - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - **d.** Arising out of a criminal act committed by or at the direction of an "insured";
 - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;
 - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
 - g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;



- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
- **h.** Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition 5.a. or 5.b.;

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.

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; or

- **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, "fungi", wet or dry rot, or bacteria; 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

We will pay up to \$1,000 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 of \$1,000 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 - Condition I. Policy Period does not apply and Conditions 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:
 - **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. 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".



LOCK REPLACEMENT COVERAGE

Section I - Property Coverages

E. Additional Coverages

The following coverage is added:

Lock Replacement

We will pay up to the limit of liability shown in the Declarations to replace or rekey locks or cylinders if your keys are stolen as part of a covered theft loss. Keys include a remote electronic gate opener.

The stolen keys must be to the Dwelling or Other Structures on the "residence premises".

The locks must be replaced within 72 hours after the keys are stolen. Keys given to a custodian are not considered stolen.

We do not cover locks used with any "motor vehicle", watercraft or aircraft.

We will pay the amount spent to repair or replace the locks and cylinders with ones of like kind and quality.

This coverage is additional insurance.

No deductible applies to this coverage.

REFRIGERATED PROPERTY COVERAGE

A. Definitions

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

"Loss of power" means the complete or partial interruption of electric power due to conditions beyond an "insured's" control.

B. Section I - Property Coverages

The following coverage is added:

- We insure, up to the limit of liability shown in the Declarations, 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.

- Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.
- 3. This endorsement does not increase the limit of liability for Coverage C.

C. Section I - Exclusions

The Power Failure exclusion does not apply to this coverage.

D. Section I - Conditions

This coverage is subject to your policy deductible. Your policy deductible is shown in your Declarations page. We will only pay that part of the loss that is in excess of your policy level deductible.

POLICY NUMBER: HVT J321169



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REVISED DEDUCTIBLE - LARGE LOSS

OWNERS

THIS ENDORSEMENT DOES NOT APPLY TO LOSSES CAUSED BY THE PERILS OF WINDSTORM OR HAIL, OR EARTHQUAKE

The following provision is added to Section I - CONDITIONS, **B.** Deductible:

3. Should your Section I - Property Coverages loss be greater than \$50,000, the policy deductible will be waived.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. SERVICE LINE COVERAGE

We will pay up to the limit of liability shown in the Declarations for "Service Line Coverage" for any loss, damage or expense arising from any "one service line failure". The limit of liability applies 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.

DEFINITIONS

With respect to the coverage provided by this endorsement, the following definitions are added:

- A. "Covered service line" means underground piping and wiring, including permanent connections, valves, or attached devices, as described and limited below.
 - 1. A "covered service line" must be one of the following:
 - a. Water piping that connects from the dwelling or other structure to a:
 - (1) Public water supply system;
 - (2) Private well system;
 - (3) Cistern or retention pond; or
 - (4) Heating system located outside the dwelling or other structure;
 - **b.** Steam piping that connects from the dwelling or other structure to a heating system located outside the dwelling or other structure;
 - **c.** Ground loop piping that connects to a heat pump;
 - **d.** Sewer piping that connects from the dwelling or other structure to a:
 - (1) Public sewer system; or
 - (2) Private septic system;
 - Drain piping that drains water away from the dwelling or other structure;
 - f. Power line or electrical wiring; or

- **g.** Communication or data transmission wiring including, but not limited to, telephone, cable, internet, and other fiber optic wiring.
- 2. The "covered service line" must:
 - **a.** Be located on the "residence premises";
 - **b.** Provide a service to the dwelling or other structure, as covered under Coverage A or B; and
 - **c.** Be owned by you or you must be legally liable for its repair or replacement.
- **3.** "Covered service line" does not include:
 - a. That part of piping or wiring that runs through or under a body of water including, but not limited to, a swimming pool, pond or lake;
 - **b.** That part of piping or wiring that runs through or under the dwelling or other structure;
 - c. Piping that is connected to or delivers water to outdoor property including, but not limited to, sprinklers, irrigation systems, swimming pools, hot tubs, and decorative ponds;
 - **d.** Piping or wiring that is not connected and ready for use; or
 - e. Storm water drain piping.
- B. "Earth movement" means:
 - 1. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - 2. Landslide, mudslide or mudflow;
 - 3. Subsidence or sinkhole;
 - 4. Tsunami or volcanic action; or
 - **5.** Any other earth movement including earth sinking, rising or shifting.



This Definition applies regardless of whether any of the above, in **B.1** through **B.4**, is caused by an act of nature or is otherwise caused.

- C. "Green standards-setter" means an accredited organization or governmental agency, recognized by us, which produces, maintains guidelines, and certifies or rates "green" products and practices. "Green standards-setters" recognized by us may include, but are not limited to:
 - The Leadership in Energy and Environmental Design (LEED(R)) program of the U.S. Green Building Council;
 - ENERGY STAR, a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy; and
 - **3.** Green Globes[™], a program of the Green Building Initiative.
- D. "Green" means enhanced energy efficiency or use of:
 - 1. Environmentally preferable materials;
 - 2. Sustainable materials; or
 - **3.** Products or methods in design, construction, manufacture, or operation;

As recognized by a "green standards-setter".

- E. "One service line failure" means if an initial "service line failure" causes other "service line failures", all will be considered "one service line failure". All "service line failures" that are the result of the same event will be considered "one service line failure".
- F. "Service line failure" means a leak, break, tear, rupture, collapse or arcing of a "covered service line". "Service line failure" does not include blockage or low pressure of a "covered service line".

SECTION I - PROPERTY COVERAGES

With respect to the coverage provided under this endorsement and subject to the limit of liability shown in the Declarations, the following Additional Coverages are added:

A. Damages to "Covered Service Line"

We will pay for physical damage to your "covered service line" that is the direct result of a "service line failure".

B. Excavation Costs

With respect to your "covered service line" that is damaged as the result of a "service line failure", we will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged "covered service line".

C. Expediting Expenses

With respect to your "covered service line" that is damaged as a result of a "service line failure," we will pay the reasonable extra cost to:

- 1. Make temporary repairs; and
- **2.** Expedite permanent repairs or permanent replacement.

D. Loss of Use

Coverage for Additional Living Expense and Fair Rental Value, as defined under Coverage \mathbf{D} - Loss of Use, is extended to the coverage provided by this endorsement.

E. Outdoor Property

We will pay for your outdoor property, including trees, shrubs, plants, lawns, walkways and driveways, that is damaged as a result of a "service line failure" or that is damaged during the excavation of your "covered service line failure".

SECTION I - EXCLUSIONS

With respect to the coverage provided under this endorsement, the following exclusions do not apply:

- **A.** Wear and tear, marring, deterioration or hidden decay;
- **B.** Rust or other corrosion;
- **C.** Mechanical breakdown, latent defect or inherent vice;
- **D.** Weight of equipment, animals or people;
- **E.** Artificially generated electrical current; or
- F. Freezing.

With respect to the coverage provided under this endorsement, the following exclusions are added:

- **A.** We will not pay for loss or damage to:
 - Septic systems, including leach fields, septic tanks, pumps, motors, or piping that runs from the septic tank to the leach fields;
 - 2. Water wells, including well pumps or motors;
 - **3.** Heating and cooling systems, including heat pumps; or
 - **4.** Irrigation or sprinkler systems.
- **B.** We will not pay for loss or damage to a "covered service line" that is damaged while it is being installed, dismantled, or repaired. However, this exclusion shall not apply if a covered "service line failure" necessitated such installation, dismantling or repair.
- **C.** We will not pay to clean up or remove pollutants, hazardous waste, or sewage.
- **D.** We will not pay under this endorsement for loss or damage caused by or resulting from any of the following causes of loss:
 - 1. Fire; or water or other means used to extinguish a fire;
 - 2. Explosion;
 - Lightning, windstorm or hail, smoke, aircraft, riot or civil commotion, theft, or breakage of glass;
 - 4. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or water that backs up or overflows from a sewer, drain or sump; or
 - **5.** "Earth movement", except for "earth movement" that results from the ground thawing after a freeze.

SECTION I - CONDITIONS

A. 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.

No other deductible applies to this coverage.

B. Green Upgrades

If a "covered service line" requires replacement due to a "service line failure", we will pay your additional cost to replace with materials that are "green".

However, we will not pay to increase the size or capacity of the materials, and we will not pay more than 150% of what the cost would have been to replace in like kind and quality. This condition does not increase the limit for this endorsement shown in the Declarations.

C. Loss Settlement

Losses under this endorsement will be settled as follows:

- 1. Our payment for damaged covered property will be the smallest of:
 - (a) The limit of liability that applies to this endorsement;
 - (b) The cost to repair the damaged property;
 - (c) The cost to replace the damaged property on the same premises; or
 - (d) The necessary amount actually spent to repair or replace the damaged property.
- 2. Except as described in Condition B. Green Upgrades, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size capacity.
- 3. You are responsible for the extra cost to alter or relocate "covered service lines", unless such alteration or relocation is required by law or ordinance.



HOMEOWNERS 231-6283 08 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PERSONAL PROPERTY REPLACEMENT COST

LOSS SETTLEMENT

A. Eligible Property

- 1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage C; and
 - **b.** If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances;

whether or not attached to buildings.

- 2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - **b.** Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - **c.** Cameras, projection machines, films and related articles of equipment;
 - **d.** Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Jewelry; and
 - f. Sports Equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

B. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be

replaced.

- **2.** Memorabilia, souvenirs, collectors items and similar articles, whose age or history contribute to their value.
- **3.** Articles not maintained in good or workable condition.
- **4.** Articles that are outdated or obsolete and are stored or not being used.

C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **A.** above:

- **1.** 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;
 - **d.** Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in A.2.a.- f. above, the limit of liability that applies to the item.
- 2. If the cost to repair or replace the property described in A. above 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.
- **3.** 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

SCHEDULE

Windstorm Or Hail Deductible Percentage Amount:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 percentage deductible. The dollar amount of the windstorm or hail deductible is determined by multiplying the Coverage **A** Limit Of Liability shown in the Declarations by the deductible percentage amount shown in the Schedule above.

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



INFLATION GUARD

At each anniversary date, the limits shown in the Declarations for Section I - Property Coverages -Coverages **A**, **B**, **C** and **D**, if applicable, may be changed. The new limits will reflect current costs in the area where the "residence premises" is located. These costs will be based upon data supplied by recognized appraisal firms as well as other internal and external sources.

Payment of the required premium when due for the successive policy term will be sufficient to indicate your acceptance of the adjusted limits.

We will also adjust the limits of liability at the time of a loss by applying any increase quarterly during the policy period, or from the effective date of change, if you have requested a change to the limit of liability for Coverage **A** during the policy period.

Your limits will never be decreased without your permission.

This endorsement does not change the requirements of Section I - Conditions, **D. Loss Settlement**, paragraphs **2.a**, **2.b.**, and **2.c.**, if applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. METAL ROOF SURFACING COSMETIC DAMAGE EXCLUSION - WINDSTORM OR HAIL

DEFINITIONS

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

"Metal Roof Surfacing" means the:

- 1. Metal sheeting, shingles or tiles covering the roof;
- 2. Roof flashing;
- 3. Caps;
- 4. Vents;
- 5. Drip edges;
- 6. Finials;
- 7. Eave and gable trim;
- 8. Snow guards; and
- 9. Coatings and other finishing material.

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection.

SECTION I - EXCLUSIONS

The following exclusion is added:

Windstorm or Hail Cosmetic Damage to "Metal Roof Surfacing"

Cosmetic damage includes but is not limited to:

- 1. Marring;
- 2. Denting;
- 3. Scratching;
- 4. Pitting; or
- 5. Other superficial damage;

that alters the appearance of the "metal roof surfacing" on buildings covered under Coverage A or B caused by the peril of windstorm or hail, but such damage does not prevent the "metal roof surfacing" from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.



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EVAN DUNNING STEPHANIE D DUNNING 2401 ASHEBURY WAY EDMOND, OK 73034