

## UNIT-OWNERS FORM

The following Table of Contents shows how the policy is organized. It will help "you" locate particular sections of the policy.

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Endorsements and schedules may also be part of this policy. They are identified on the "declarations".

Words and phrases that have special meaning are shown in quotation marks. The special meanings for these words and phrases are set forth in Definitions.

### AGREEMENT

This policy, subject to all of its "terms", provides the described insurance coverages during the policy period. In return "you" must pay the required premium. Each of the Principal Coverages described in this policy applies only if a "limit" is shown on the "declarations" for that coverage.

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## DEFINITIONS

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1. The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.
2. The words "we", "us", and "our" mean the company providing this insurance.
3. "Actual cash value" means the cost to repair or replace property using materials of like kind and quality, to the extent practical, less a deduction for depreciation, however caused.
4. Under the Liability Coverages provided by this policy, "aircraft" means an apparatus or a device designed or used for flight, but this does not include:
  - a. a model aircraft that is not designed or used to carry people or cargo;
  - b. a "hovercraft"; or
  - c. a model hovercraft that is not designed or used to carry people or cargo.
5. "Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

However, "bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of mental or emotional injury, suffering, or distress that does not result from actual physical injury to a person.
6. "Business" means:
  - a. a trade, a profession, or an occupation, including farming, all whether full time, part time, or occasional. This includes the rental of property to others, but does not include:
    - 1) the occasional rental for residential purposes of that part of the "described location" normally occupied solely by "your" household; or
    - 2) the rental or holding for rental of a portion of that part of the "described location" normally occupied by "your" household to no more than two roomers or boarders for use as a residence; or
  - b. any other activity undertaken for money or other compensation, but this does not include:
    - 1) providing care services to a relative of an "insured";
    - 2) providing services for the care of persons who are not relatives of an "insured" and for which the only compensation is the mutual exchange of like services;
    - 3) a volunteer activity for which:
      - a) an "insured" receives no compensation; or
      - b) an "insured's" only compensation is the reimbursement of expenses incurred to carry out the activity; or
    - 4) an activity not described in 1) through 3) above for which no "insured's" total compensation for the 12 month period just before the first day of this policy period was more than \$2,500.
7. "Declarations" means all pages labeled declarations, supplemental declarations, or schedule that pertain to this policy.
8. "Described location" means the unit in which "you" reside and which is shown on the "declarations" as the "described location".

9. "Domestic employee" means a person employed by an "insured", or a person leased to an "insured" under a contract or an agreement with a labor leasing firm, to perform duties that relate to the use or care of the "described location". This includes a person who performs duties of a similar nature elsewhere for an "insured", provided such duties are not in connection with an "insured's" "business".

However, "domestic employee" does not include a person who is furnished to an "insured":

- a. as a temporary substitute for a permanent "domestic employee" who is on leave; or
  - b. to meet seasonal or short-term workloads.
10. "Employee" means a person employed by an "insured", or a person leased to an "insured" under a contract or an agreement with a labor leasing firm, to perform duties other than those performed by a "domestic employee".

11. "Fungi" means any kind or form of fungus, including but not limited to mildew and mold, and any chemical, matter, or compound produced or released by a fungus, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

12. Under the Liability Coverages provided by this policy, "hovercraft" means a self-propelled motorized ground effect machine or air cushion vehicle designed or used to travel over land or water. This includes, but is not limited to, a flarecraft.

However, "hovercraft" does not include:

- a. a model hovercraft that is not designed or used to carry people or cargo;

- b. an "aircraft";
- c. a model aircraft that is not designed or used to carry people or cargo;
- d. a "motorized vehicle";
- e. a "watercraft"; or
- f. a model watercraft that is not designed or used to carry people or cargo.

13. "Insured" means:

- a. "you";
- b. "your" relatives if residents of "your" household;
- c. "your" relatives under the age of 25 years who:
  - 1) are financially dependent upon "you";
  - 2) are students enrolled in school full time, as defined by the school; and
  - 3) were residents of "your" household just before moving out to attend school;
- d. persons, other than "your" relatives, under the age of 21 years who:
  - 1) reside in "your" household; and
  - 2) are in "your" care or in the care of "your" resident relatives;
- e. persons, other than "your" relatives, under the age of 21 years who:
  - 1) are in "your" care or in the care of "your" resident relatives;
  - 2) are students enrolled in school full time, as defined by the school; and
  - 3) were residents of "your" household just before moving out to attend school; or

f. solely with respect to the Liability Coverages provided by this policy:

- 1) persons in the course of acting as "your" real estate manager for the "described location", but only with respect to acts falling within the scope of such duties;
- 2) persons while engaged in the employ of an "insured" as defined in a., b., c., d., or e. above, but only with respect to a "motorized vehicle" to which this insurance applies;
- 3) persons using a "motorized vehicle" to which this insurance applies on an "insured premises" with "your" consent, but only with respect to such use;
- 4) persons or organizations accountable by law for "watercraft" or animals:
  - a) owned by an "insured" as defined in a., b., c., d., or e. above; and
  - b) to which this insurance applies;

but only with respect to such "watercraft" or animals.

However, this does not include persons or organizations using or having charge or control of such "watercraft" or animals in the course of "business" or without the owner's consent; or

- 5) persons or organizations accountable by law for a motorized golf cart:
  - a) owned by an "insured" as defined in a., b., c., d., or e. above; and
  - b) to which this insurance applies;

but only with respect to such golf cart.

However, this does not include persons or organizations using or having charge or control of such golf cart without the owner's consent.

The phrase an "insured", wherever it appears in this policy, means one or more "insureds".

14. "Insured premises" means:

- a. the "described location";
- b. that part of any other premises used by "you" as a residence and shown on the "declarations" as an "insured premises";
- c. that part of any other premises used by "you" as a residence and that is acquired by "you" during the policy period for such use;
- d. premises used by "you" in connection with a premises described in a., b., or c. above;
- e. cemetery lots and burial vaults of an "insured";
- f. that part of a premises not owned by an "insured" and that is temporarily used by an "insured" as a residence;
- g. that part of a premises occasionally rented to an "insured" for other than "business" purposes; and
- h. vacant land owned by or rented to an "insured". This includes land where a one- to four-family house, a townhouse, or a row house is being built for use as an "insured's" residence. This does not include farm land.

15. "Limit" means amount of insurance.

16. "Motorized vehicle" means:
- a. a self-propelled land or amphibious vehicle, regardless of method of surface contact, but this does not include a:
    - 1) "hovercraft";
    - 2) model hovercraft that is not designed or used to carry people or cargo;
    - 3) "watercraft"; or
    - 4) model watercraft that is not designed or used to carry people or cargo; or
  - b. a trailer or semitrailer that:
    - 1) is attached to or being carried on or towed by; or
    - 2) becomes detached while being carried on or towed by;

a vehicle described in a. above.
17. "Occurrence" means an accident, including repeated exposures to similar conditions, that results in "bodily injury" or "property damage" during the policy period.
18. "Pollutant" means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned; and
  - b. electrical, magnetic, or electromagnetic particles or fields, whether visible or invisible, and sound.
19. "Property damage" means:
- a. physical injury to or destruction of tangible property; or
  - b. the loss of use of tangible property whether or not it is physically damaged.
20. "Terms" means all provisions, limitations, exclusions, conditions, "declarations", and definitions used in this policy.
21. "Vermin" means an animal of a type that is prone to enter or burrow into or under a structure to seek food or shelter, including but not limited to:
- a. armadillos;
  - b. bats;
  - c. opossums;
  - d. porcupines;
  - e. raccoons;
  - f. skunks; and
  - g. snakes.
22. Under the Liability Coverages provided by this policy, "watercraft" means an apparatus or a device primarily designed to be propelled on or in water by engine, motor, or wind, but this does not include:
- a. a model watercraft that is not designed or used to carry people or cargo;
  - b. a "hovercraft";
  - c. a model hovercraft that is not designed or used to carry people or cargo;
  - d. a "motorized vehicle";
  - e. an "aircraft"; or
  - f. a model aircraft that is not designed or used to carry people or cargo.

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## PROPERTY COVERAGES

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### PRINCIPAL PROPERTY COVERAGES

#### 1. Coverage A -- Residence

##### a. "We" cover:

- 1) fixtures, alterations, decorations, additions, installations, and appliances that are part of the building included within the "described location";
- 2) structures at the site of the "described location" owned solely by "you", other than the "described location";
- 3) property that is "your" insurance responsibility under an agreement with an association or a corporation of property owners; and
- 4) items of real property pertaining exclusively to the "described location".

##### b. "We" do not cover:

- 1) land, including the land on which:
  - a) the "described location";
  - b) real property; or
  - c) any other structure;is located, except as provided under the Incidental Property Coverage for Liquid Fuel Remediation;
- 2) underground water or surface water;
- 3) trees, plants, shrubs, or lawns, except as provided under the Incidental Property Coverage for Debris Removal or the Incidental Property Coverage for Trees, Plants, Shrubs, Or Lawns;
- 4) grave markers or mausoleums, except as provided under the Incidental Property Coverage for Grave Markers; or

#### 5) any structure at the site of the "described location":

- a) rented or held for rental to any person who is not a tenant of the "described location", other than a structure used solely for private garage purposes;
- b) used, in whole or in part, for the direction or operation of a "business"; or
- c) used, in whole or in part, for the storage of "business" property.

However, this exclusion does not apply to a structure used by an "insured" or a tenant of the "described location" to store "business" property that:

- (1) is a private passenger auto, a pickup truck, a van, or a "motorized vehicle" designed for grounds maintenance activities such as lawn mowing or snow plowing; or
- (2) is owned solely by such "insured" or tenant and is not a "motorized vehicle"; and

does not consist of or contain gaseous or liquid fuel, other than fuel contained in a permanently installed fuel tank of a vehicle, craft, or grounds maintenance machine or in a portable container that is designed to hold fuel and has a capacity of no more than five U.S. gallons.

- c. The "limit" that applies to Coverage A is the most "we" pay per occurrence for all property covered under Coverage A.

2. **Coverage C -- Personal Property**

a. "We" cover personal property owned or used by an "insured". At "your" option:

- 1) personal property owned by a guest or "domestic employee" is covered while it is in that part of any residential premises occupied by an "insured"; and
- 2) personal property owned by a person other than a guest or "domestic employee" is covered while it is in that part of the "described location" occupied by an "insured".

b. **Limitation On Property At Residential Premises Other Than The Described Location** -- Coverage for personal property usually on residential premises of an "insured" other than the "described location" is limited to 10% of the Coverage C "limit" or \$1,000, whichever is greater.

However, this limitation does not apply to personal property:

- 1) that is removed from the "described location" because the "described location" is undergoing alteration, reconstruction, or repair and is unfit for use as a residence or a place in which to store property; or
- 2) in "your" newly acquired principal place of residence for 30 days from the date that "you" first move property there.

c. **Limitations On Certain Property** -- The special "limits" shown below do not increase the Coverage C "limit". The "limit" for each class is the total "limit" per occurrence for all items in that class.

- 1) \$250 on money; bank notes; bullion; gold other than goldware and gold-plated ware; silver other than silverware and silver-plated ware; platinum other than platinumware and platinum-plated ware; coins; medals; scrip; smart cards; and cards or other devices on which a cash value is stored electronically.
- 2) \$1,500 on securities, stamps, letters of credit, notes other than bank notes, personal records, tickets, accounts, deeds, evidence of debt, passports, and manuscripts. This special "limit" applies regardless of the medium on which these items exist, and includes the cost of research or other expenses necessary to reproduce, replace, or restore the item.
- 3) \$1,500 on electronic devices and accessories while in or on a "motorized vehicle" or watercraft, if the device can be operated from the electrical system of the "motorized vehicle" or watercraft and by another source of power. Accessories include antennas, films, tapes, wires, discs, records, or other media that can be used with such devices.
- 4) \$1,500 on electronic devices and accessories used primarily for "business" purposes while away from the "described location" and not in or on a "motorized vehicle" or watercraft, if the device can be operated from the electrical system of a "motorized vehicle" or watercraft and by another source of power. Accessories include antennas, films, tapes, wires, discs, records, or other media that can be used with such devices.
- 5) \$1,500 on watercraft, including their furnishings, equipment, engines, motors, trailers, and semitrailers.

However, this does not apply to:

- a) model watercraft that is not designed or used to carry people or cargo; or
  - b) hovercraft.
- 6) \$1,500 on trailers and semitrailers, other than trailers and semitrailers designed for or used with watercraft.
- 7) For loss by theft:
- a) \$2,500 on jewelry, watches, precious and semiprecious stones, gems, and furs;
  - b) \$2,500 on silverware, goldware, platinumware, pewterware, and items plated with gold, silver, or platinum; and
  - c) \$2,500 on guns and items related to guns.
- 8) For loss to personal property used primarily for "business" purposes, other than property rented or held for rental to others:
- a) \$2,500 on property while on the "described location"; and
  - b) \$500 on property while away from the "described location".

However, this special "limit" does not apply to electronic devices and accessories described in 3) and 4) above.

These special "limits" include the cost of research or other expenses necessary to reproduce, replace, or restore "business" data.

d. **Personal Property Not Covered --**  
"We" do not cover:

- 1) property separately described and specifically insured by this or any other policy, regardless of the "limit" that applies to such property under such insurance;

- 2) animals, birds, fish, or insects;
- 3) "motorized vehicles".

a) This includes:

- (1) their parts, equipment, and accessories, other than property described in c.3) above; and
- (2) electronic devices and accessories that can be operated only from the electrical system of a "motorized vehicle", including antennas, films, tapes, wires, discs, records, or other media that can be used with such devices;

while in or on a "motorized vehicle".

b) However, this does not include a "motorized vehicle":

- (1) that is designed to assist the handicapped; or
- (2) that is:
  - (a) owned by an "insured";
  - (b) designed only for use off of public roads; and
  - (c) used only to service an "insured premises" or a premises of another;

if such "motorized vehicle" is not required by law or governmental regulation to be registered for use on public roads or property and is not used for "business" purposes;

- 4) aircraft, meaning apparatus or devices designed or used for flight. This includes parts or equipment of aircraft, whether or not attached.

However, this does not include model aircraft that are not designed or used to carry people or cargo;



- 5) hovercraft, meaning self-propelled motorized ground effect machines or air cushion vehicles, including but not limited to flarecraft, designed or used to travel over land or water. This includes parts or equipment of hovercraft, whether or not attached.

However, this does not include model hovercraft that are not designed or used to carry people or cargo;

- 6) property of roomers, boarders, or other tenants, but this does not include property of roomers or boarders who are related to an "insured";
- 7) property rented or held for rental to others by an "insured", but this does not include property in:
- a) that part of the "described location" normally occupied solely by "your" household while rented to others on an occasional basis for residential purposes; or
  - b) the portion of the "described location" that is rented or held for rental to no more than two roomers or boarders for use as a residence;
- 8) loss that results from credit cards, electronic fund transfer cards, or electronic access devices that make possible the deposit, withdrawal, or transfer of funds, except as provided under the Incidental Property Coverage for Credit Card; Electronic Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money;
- 9) grave markers or mausoleums, except as provided under the Incidental Property Coverage for Grave Markers;

- 10) land, including the land on which covered property is located, except as provided under the Incidental Property Coverage for Liquid Fuel Remediation;

- 11) underground water or surface water; or

- 12) trees, plants, shrubs, or lawns, except as provided under the Incidental Property Coverage for Debris Removal or the Incidental Property Coverage for Trees, Plants, Shrubs, Or Lawns.

- e. Subject to the limitations described in b. and c. above, the "limit" that applies to Coverage C is the most "we" pay per occurrence for all property covered under Coverage C.

### 3. Coverage D -- Additional Living Costs And Loss Of Rent

- a. "We" pay for the necessary and reasonable increase in living costs "you" incur to maintain the normal standard of living of "your" household if that part of the "described location" occupied by "your" household is made unfit for use as a residence because of loss to covered property or the building containing covered property caused by a Peril Insured Against covered by this policy.

"We" pay only for the period of time reasonably required to make the "described location" fit for use or, if "your" household is permanently relocated, only for the period of time reasonably required for relocation. This period of time is not limited by the policy period.

- b. "We" pay for the fair rental value of that part of the "described location" rented or held for rental to others by "you" if it is made unfit for use as a residence by a loss covered under the Property Coverages.

However, "we" will deduct from the fair rental value any charges or expenses that do not continue while the part of the "described location" rented or held for rental to others is unfit for use.

"We" pay only for the period of time reasonably required to repair or replace the part of the "described location" rented or held for rental to others. This period of time is not limited by the policy period.

- c. "We" pay for "your" additional living costs and fair rental value as described in a. and b. above for up to two weeks if a premises neighboring the "described location" is directly damaged by a Peril Insured Against covered by this policy and "you" may not, by order of civil authority, use the "described location". This period of time is not limited by the policy period.
- d. "We" do not pay for loss, cost, or expense due to the cancellation of a lease or an agreement.
- e. The "limit" that applies to Coverage D is the most "we" pay for all of the coverages described in a., b., and c. above.

## INCIDENTAL PROPERTY COVERAGES

This policy provides the following Incidental Property Coverages. They are subject to all of the "terms" of the applicable Coverage A or Coverage C. These coverages provide additional insurance unless otherwise stated.

### 1. Association Deductible

- a. "We" pay for "your" share of a deductible applicable to the insurance held by a homeowners, condominium, or similar residential association. Coverage applies only when the deductible:

- 1) is charged against "you", during the policy period, as owner or tenant of the "described location"; and
- 2) results from direct loss to property that:
  - a) would be eligible for coverage by this policy if it were owned by "you";
  - b) is covered under the insurance held by "your" association; and
  - c) is caused by a Peril Insured Against described under Coverage A in this policy, but this does not include:
    - (1) earthquake; or
    - (2) land shock waves or tremors before, during, or after a volcanic eruption.

- b. The most "we" pay is \$1,500 per occurrence unless a higher "limit" for Association Deductible is shown on the "declarations". The "limit" that applies is the most "we" pay for any one loss, regardless of the number of deductibles charged against "you".

- c. The Policy Period condition under Conditions Applicable To Property Coverages Only does not apply to this Incidental Property Coverage.

### 2. Collapse

- a. "We" pay for direct physical loss to covered property involving the collapse of a building or a part of a building if the collapse was caused only by one or more of the following:
  - 1) a Peril Insured Against described under Coverage C;
  - 2) insect, rodent, or "vermin" damage, but only if no "insured" knew of or could reasonably be expected to suspect the presence of such damage prior to the collapse;

- 3) decay, but only if no "insured" knew of or could reasonably be expected to suspect the presence of such decay prior to the collapse;
- 4) weight of animals, equipment, people, or personal property;
- 5) weight of rain that collects on a roof; or
- 6) the use of defective materials or methods in construction or repair if the collapse occurs during the course of construction or repair.

However, "we" do not pay for loss to awnings, bulkheads, cesspools, decks, docks, drains, fences, flues, foundations, patios, paved areas, piers, retaining walls, septic tanks, swimming pools, underground pipes, or wharves caused by a peril described in 2) through 6) above unless the loss is the direct result of the collapse of a building or a part of a building. With respect to loss caused by a peril described in 2) through 6) above, awnings, bulkheads, cesspools, decks, docks, drains, fences, flues, foundations, patios, paved areas, piers, retaining walls, septic tanks, swimming pools, underground pipes, and wharves are not considered to be buildings or parts of buildings, whether or not such property is attached to or connected to one or more buildings.

b. In this Incidental Property Coverage:

- 1) collapse of a building or a part of a building means an abrupt caving in, falling in, falling down, or giving way of the building or the part of the building that prevents the building or the part of the building from being occupied for the purpose for which it was intended just before caving in, falling in, falling down, or giving way; and

2) the following are not considered to be in a state of collapse:

- a) a building or a part of a building that has not caved in, fallen in, fallen down, or given way even if it displays evidence of bending, bowing, bulging, cracking, expansion, inadequate load bearing capacity, leaning, sagging, settling, or shrinkage;
- b) a building or a part of a building in danger of caving in, falling in, falling down, or giving way; or
- c) a part of a building that has not caved in, fallen in, fallen down, or given way even if it has separated from another part of the building.

c. This coverage does not increase the "limits" that apply to the property covered.

d. The Bacteria, Fungi, Wet Rot, Or Dry Rot exclusion under Exclusions That Apply To Property Coverages does not apply to this Incidental Property Coverage.

**3. Credit Card; Electronic Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money**

a. "We" pay for loss if an "insured":

- 1) by law must pay for the theft or unauthorized use of credit cards issued or registered in the name of an "insured";
- 2) has a loss resulting from the theft or unauthorized use of:
  - a) an electronic fund transfer card; or
  - b) an electronic access device that makes possible the deposit, withdrawal, or transfer of funds;

issued or registered in the name of an "insured";

- 3) has a loss when checks, drafts, or negotiable instruments are forged or altered; or
- 4) accepts in good faith counterfeit United States or Canadian paper money.

The most "we" pay is \$1,500 per occurrence unless a higher "limit" for Credit Card; Electronic Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money is shown on the "declarations". All loss resulting from a series of acts committed by any one person or in which any one person is involved or implicated is considered one occurrence.

- b. "We" will defend a suit seeking damages against an "insured" if the suit results from the theft or unauthorized use of:

- 1) a credit card;
- 2) an electronic fund transfer card; or
- 3) an electronic access device that makes possible the deposit, withdrawal, or transfer of funds;

issued or registered in an "insured's" name.

Subject to the limitation set forth in d. below, "we" will pay for the expense of such defense. Defense will be provided by counsel that "we" choose.

- c. At "our" option, "we" may defend an "insured" or an "insured's" bank against a suit for the enforcement of payment when checks, drafts, or negotiable instruments are forged or altered. If "we" choose to provide such defense, "we" will pay for the expense. Defense will be provided by counsel that "we" choose.

- d. "We" may make investigations and settle all claims or suits under this coverage that "we" decide are appropriate. "We" do not have to provide a defense after "we" have paid an amount equal to the "limit" that applies to Credit Card; Electronic Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money as a result of a judgment or a written settlement agreed to by "us".

- e. "We" do not pay for loss:

- 1) that results from the use of a credit card, an electronic fund transfer card, or an electronic access device that makes possible the deposit, withdrawal, or transfer of funds:
  - a) if an "insured" has not complied with all rules under which the credit card, fund transfer card, or access device was issued or granted;
  - b) by a resident of "your" household; or
  - c) by a person who has the credit card, fund transfer card, or access device with the consent of an "insured";
- 2) caused by the dishonesty of an "insured"; or
- 3) that results from the "business" of an "insured";

nor do "we" provide a defense for suits resulting from such loss.

4. **Debris Removal**

- a. "We" pay for the reasonable cost to remove the debris of covered property after a loss. The loss must be caused by a Peril Insured Against that applies to the damaged property. "We" also pay for the reasonable cost to remove volcanic ash, dust, or particulate matter that causes direct physical loss to a covered building or covered property contained in a building.

"We" will not pay more for direct physical loss to property and debris removal combined than the "limit" that applies to the damaged property. However, if the covered loss plus the cost of debris removal is more than the applicable "limit", "we" will pay up to an extra 5% of the applicable "limit" to cover the cost of debris removal.

This coverage does not include any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

- b. "We" also pay for the reasonable cost to remove from the site of the "described location":
- 1) a fallen tree or trees owned solely by "you" if the falling of the tree or trees is caused by the peril of:
    - a) Windstorm Or Hail; or
    - b) Weight Of Ice, Snow, Or Sleet; or
  - 2) a neighbor's fallen tree or trees if the falling of the tree or trees is caused by any of the Perils Insured Against described under Coverage C in this policy;

and the tree causes damage to a covered structure.

Regardless of the number of fallen trees, the most "we" pay is \$1,000 per occurrence.

However, "we" pay no more than \$500 of this "limit" to remove any one tree.

With respect to this Incidental Property Coverage, the peril of Weight Of Ice, Snow, Or Sleet means the weight of ice, snow, or sleet that causes a tree to fall.

5. **Emergency Removal** -- "We" pay for direct physical loss to covered property that is moved from a premises to prevent a loss from a Peril Insured Against. The property is covered for up to 30 days, however this coverage does not extend past the date on which this policy expires.

This coverage does not increase the "limits" that apply to the property being removed.

The Exclusions That Apply To Property Coverages do not apply to such property while removed.

However, "we" do not pay any "insured" for loss that results from any act committed by or at the direction of an "insured" with the intent to cause a loss. This applies even with respect to an "insured" who was not involved in the commission or direction of the act that caused the loss.

6. **Fire Department Service Charge** -- "We" pay for charges assumed by "you" under a contract or an agreement when a fire department is called to save or protect covered property from a Peril Insured Against.

However, "we" do not pay for such charges when the property is located within the limits of the city, municipality, or protection district that provides the fire department response.

The most "we" pay is \$500 per occurrence unless a higher "limit" for Fire Department Service Charge is shown on the "declarations".

**7. Glass Or Safety Glazing Material**

- a. "We" pay for:
- 1) the breakage of glass or safety glazing material that is part of a building or storm door or window and covered under Coverage A; and
  - 2) direct physical loss to covered property caused only by broken pieces of glass or safety glazing material that, before breaking, was part of a building or storm door or window.
- b. The Earth Movement exclusion under Exclusions That Apply To Property Coverages does not apply with respect to the coverage described in a. above.
- c. Under this Incidental Property Coverage, "we" do not pay for loss:
- 1) to covered property that occurs because of the breakage of glass or safety glazing material, except as provided in a.2) above; or
  - 2) to the "described location" if the building containing the "described location" was vacant for more than 60 days in a row just before the loss.
- However, this does not apply to loss caused by breakage of glass or safety glazing material that is the direct result of earth movement.
- A building being built is not vacant.
- d. This coverage does not increase the "limits" that apply to the property covered.

8. **Grave Markers** -- "We" pay up to \$2,500 for direct physical loss to grave markers and mausoleums on or away from the "described location" caused by a Peril Insured Against.

**9. Increased Cost -- Ordinance Or Law**

- a. When loss to property covered under Coverage A is caused by a Peril Insured Against and "you" elect to repair or replace the damage, "you" may apply up to 10% of the Coverage A "limit" to cover the increased cost that "you" incur due to the enforcement of a code, ordinance, or law that regulates the construction, repair, replacement, or demolition of the damaged property.
- b. "You" may use all or part of this Increased Cost -- Ordinance Or Law coverage to cover the increased cost "you" incur to remove debris resulting from the construction, repair, replacement, or demolition of covered property:
- 1) when loss to property covered under Coverage A is caused by a Peril Insured Against; and
  - 2) a code, ordinance, or law regulates its construction, repair, replacement, or demolition.
- This does not increase the "limit" that applies to this Incidental Property Coverage.
- c. However, "we" do not pay for:
- 1) any loss in value of property that results from the enforcement of a code, ordinance, or law; or
  - 2) any loss, cost, or expense that results from the enforcement of a code, ordinance, or law requiring that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

## 10. Liquid Fuel Remediation

a. "We" pay for loss to:

- 1) property covered under Coverage A or Coverage C;
- 2) land owned solely by an "insured" and on which the "described location" or property covered under Coverage A is located, but this does not include farm land; or
- 3) property covered under the Incidental Property Coverage for Trees, Plants, Shrubs, Or Lawns;

caused directly or indirectly by the discharge, dispersal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of liquid fuel from the fuel system of a heating or air-conditioning system, water heater, or domestic appliance located on the "described location".

b. When there is discharge, dispersal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of liquid fuel from a fuel system described in a. above, "we" also pay for:

- 1) cost or expense "you" incur to take temporary measures to stop any further discharge, dispersal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of such fuel from such system;
- 2) cost or expense "you" incur to prevent or hinder the spread of the discharged, dispersed, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled fuel over a larger area;
- 3) cost or expense "you" incur to clean up or treat such fuel on or remove such fuel from:
  - a) property covered under Coverage A or Coverage C;

- b) land owned solely by an "insured" and on which the "described location" or property covered under Coverage A is located, but this does not include farm land; or
- c) property covered under the Incidental Property Coverage for Trees, Plants, Shrubs, Or Lawns.

This includes cost or expense to remove the debris of such property or land;

- 4) cost or expense "you" incur to remove and replace those parts of covered property necessary to gain access to the system from which such fuel discharged, dispersed, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled;
- 5) the necessary and reasonable increase in living costs "you" incur to maintain the normal standard of living of "your" household if that part of the "described location" occupied by "your" household is made unfit for use as a residence; and
- 6) cost or expense "you" incur to assess, monitor, or test the effects of discharged, dispersed, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled liquid fuel.

However, "we" will pay for such cost or expense only if the assessment, monitoring, or testing:

- a) is necessitated by a statutory or regulatory requirement or is in response to a request, demand, or order by a governmental body or authority or court of law; and

- b) arises out of loss for which payment is made under a., b.1), b.2), or b.3) above.
- c. The Policy Period condition under Conditions Applicable To Property Coverages Only does not apply to this Incidental Property Coverage.
- d. "We" do not pay for:
  - 1) loss, cost, or expense involving underground water or surface water;
  - 2) loss, cost, or expense involving trees, plants, shrubs, or lawns grown for "business";
  - 3) loss, cost, or expense due to the cancellation of a lease or an agreement;
  - 4) the replacement of discharged, dispersed, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled fuel;
  - 5) any loss in the market value of property or land, whether or not damaged by discharged, dispersed, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled fuel;
  - 6) any damages resulting from:
    - a) a loss of; or
    - b) a reduction in value of;  
  
an agreement to sell property or land; or
  - 7) any cost or expense to repair, replace, remove, or demolish any part of the fuel system from which the fuel discharged, dispersed, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled, except as provided under b. above.
- e. The "terms" and "limits" applicable to:
  - 1) Coverage D -- Additional Living Costs And Loss Of Rent; and
  - 2) the Incidental Property Coverage for Debris Removal;do not apply to any loss, cost, or expense arising out of the discharge, dispersal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of fuel from a fuel system described in a. above.
- f. The most "we" pay for this Incidental Property Coverage for Liquid Fuel Remediation is \$10,000 unless a higher "limit" for Liquid Fuel Remediation is shown on the "declarations". The "limit" for this Incidental Property Coverage for Liquid Fuel Remediation:
  - 1) is the most "we" pay for the total of:
    - a) all discharges, dispersals, emissions, escapes, leachings, leakages, migrations, releases, seepages, or spillages of liquid fuel that an "insured" first discovers or is made aware of during the policy period; and
    - b) all coverages described in a. and b. above; and
  - 2) applies regardless of the number of:
    - a) claims made;
    - b) discharges, dispersals, emissions, escapes, leachings, leakages, migrations, releases, seepages, or spillages of liquid fuel that an "insured" first discovers or is made aware of during the policy period; or
    - c) locations insured under this policy.



With respect to loss to property covered under the Incidental Property Coverage for Trees, Plants, Shrubs, Or Lawns, the most "we" pay is an amount equal to 10% of the Coverage C "limit", but not more than \$500 for any lawn or any one tree, plant, or shrub. This does not increase the "limit" that applies to this Incidental Property Coverage for Liquid Fuel Remediation.

With respect to coverage for the necessary and reasonable increase in living costs incurred to maintain the normal standard of living of "your" household, "we" pay only for the period of time reasonably required to make the "described location" fit for use or, if "your" household is permanently relocated, only for the period of time reasonably required for relocation. This period of time is not limited by the policy period. This does not increase the "limit" that applies to this Incidental Property Coverage for Liquid Fuel Remediation.

- g. The "terms" stated in a. through f. above do not limit coverage for direct loss to covered property caused by the discharge, dispersal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of liquid fuel when the discharge, dispersal, disposal, emission, escape, leaching, leakage, migration, release, seepage, or spillage is caused by a Peril Insured Against.

#### 11. Loss Assessment

- a. "We" pay for "your" share of an assessment levied by a homeowners, condominium, or similar residential association. Coverage applies only when the assessment:
- 1) is levied during the policy period;
  - 2) results from direct loss to property that is:
    - a) owned collectively by all association members;

- b) of the type that would be eligible for coverage by this policy if it were owned by "you"; and
- c) caused by a Peril Insured Against described under Coverage A in this policy, but this does not include:

- (1) earthquake; or
- (2) land shock waves or tremors before, during, or after a volcanic eruption; and

- 3) is levied against "you" as owner or tenant of the "described location".

- b. However, "we" do not pay for an assessment that:

- 1) results from a deductible in the insurance held by the association; or
- 2) is levied against "you" or the association by any governmental body or authority.

- c. The most "we" pay is \$1,500 per occurrence unless a higher "limit" for Loss Assessment is shown on the "declarations". The "limit" that applies is the most "we" pay for any one loss, regardless of the number of assessments.

- d. The Policy Period condition under Conditions Applicable To Property Coverages Only does not apply to this Incidental Property Coverage.

#### 12. Reasonable Repairs

- a. "We" pay for the reasonable costs incurred by "you" for necessary measures performed solely to protect covered property from further damage by a Peril Insured Against if a Peril Insured Against has already caused a loss.

- b. If the measures described in a. above involve repair to other damaged property, "we" pay only if the property that is repaired is covered by this policy and only if the damage that necessitates the repair is caused by a Peril Insured Against.

This coverage does not:

- 1) increase the "limit" that applies to the property covered; or
- 2) relieve "you" of the duties described in 1.b., Protecting Property, under What Must Be Done In Case Of Loss Or Occurrence.

13. **Refrigerated Property** -- "We" pay for direct loss to covered property stored in a freezer or refrigerated unit on the "described location" or the site of the "described location" caused by:

- a. complete or partial disruption of electrical power due to conditions beyond an "insured's" control, if such disruption is caused by damage to the generating or transmission equipment; or
- b. mechanical breakdown of the freezer or refrigerated unit.

Coverage applies only if the freezer or refrigerated unit had been maintained in proper working order prior to the loss.

The most "we" pay is \$500 per occurrence unless a higher "limit" for Refrigerated Property is shown on the "declarations".

The Power Failure and Bacteria, Fungi, Wet Rot, Or Dry Rot exclusions under Exclusions That Apply To Property Coverages do not apply to this Incidental Property Coverage.

14. **Trees, Plants, Shrubs, Or Lawns** -- "We" pay for direct physical loss to trees, plants, shrubs, or lawns owned solely by "you" at the site of the "described location" caused by:

- a. Fire Or Lightning, Explosion, Riot Or Civil Commotion, Aircraft;
- b. Vehicles if not owned or operated by an occupant of the "described location"; or
- c. Vandalism Or Malicious Mischief or Theft.

"You" may apply up to 10% of the Coverage C "limit" to cover trees, plants, shrubs, or lawns. "We" do not pay more than \$500 for each tree, plant, or shrub. This includes the cost to remove the debris of the covered item.

"We" do not cover trees, plants, shrubs, or lawns grown for "business".

#### **PERILS INSURED AGAINST -- COVERAGES A, C, AND D**

"We" insure against direct physical loss to property covered under Coverage A or Coverage C caused by the following perils, unless the loss is excluded under the Exclusions That Apply To Property Coverages:

- a. **Fire Or Lightning**
- b. **Windstorm Or Hail**

However, "we" do not pay for loss:

- 1) to the interior of a building, or to property inside, caused by dust, rain, sand, sleet, or snow, all whether driven by wind or not, that enters through an opening in the building not made by the direct force of wind or hail; or
- 2) to watercraft or their furnishings, equipment, engines, motors, trailers, or semitrailers unless inside a fully enclosed building.

c. **Explosion**

d. **Riot Or Civil Commotion**

e. **Aircraft** -- This includes self-propelled missiles and spacecraft.

f. **Vehicles**

However, "we" do not pay for loss to fences, driveways, or walks caused by a vehicle owned or operated by an occupant of the "described location".

g. **Sudden And Accidental Damage From Smoke** -- This includes sudden and accidental damage from fumes, smoke, soot, or vapors that emit or back up from a boiler, furnace, or related equipment.

However, "we" do not pay for loss caused by smoke from agricultural smudging or industrial operations.

h. **Volcanic Eruption**

However, this does not include loss caused by earthquake, land shock waves, or tremors.

i. **Vandalism Or Malicious Mischief**

However, "we" do not pay for loss to property that pertains to the "described location":

- 1) caused by vandalism or malicious mischief; or
- 2) that ensues from a wrongful act committed intentionally in the course of vandalism or malicious mischief;

if the building containing the "described location" was vacant for more than 60 days in a row just before the loss. A building being built is not vacant.

j. **Theft** -- This includes attempted theft and loss of property from a known place when it is likely that theft occurred.

However, "we" do not pay for loss:

- 1) caused by theft by an "insured";
- 2) caused by theft in or to a "described location" being built, or theft of materials or supplies for use in construction of a "described location", until the "described location" is occupied for its intended use;
- 3) of a precious or semiprecious stone from its setting;
- 4) that results from the theft of:
  - a) a credit card;
  - b) an electronic fund transfer card; or
  - c) an electronic access device that makes possible the deposit, withdrawal, or transfer of funds;

except as provided under the Incidental Property Coverage for Credit Card; Electronic Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money;

- 5) caused by theft from a part of the "described location" rented by an "insured" to a person other than another "insured"; or
- 6) caused by theft that occurs away from the "described location" or the site of the "described location" of:
  - a) trailers or semitrailers;
  - b) campers or camper bodies;
  - c) watercraft or their furnishings, equipment, engines, or motors; or
  - d) property while on the part of residential premises that an "insured" owns, rents, or occupies, except for the time while an "insured" temporarily resides there. "We" do cover the property of an "insured" who is a student while it is in the living quarters occupied by the student at school if the student has been at such living quarters at any time during the 60 days just before the loss.

k. **Falling Objects**

However, "we" do not pay for loss to:

- 1) the interior of a building, or to property inside a building, unless the falling object has first damaged an outside wall or the roof of the building by impact; or
- 2) the object that falls.

l. **Weight Of Ice, Snow, Or Sleet** that causes damage to a building or property inside a building.

However, "we" do not pay for loss to:

- 1) awnings;
- 2) fences, patios, paved areas, or swimming pools;
- 3) bulkheads, foundations, or retaining walls; or
- 4) docks, piers, or wharves.

m. **Sudden And Accidental Tearing Apart, Cracking, Burning, Or Bulging** of a steam or hot water heating system, an air-conditioning or automatic fire protective sprinkling system, or a water heater.

However, "we" do not pay for loss caused by or resulting from freezing, except as provided under the peril of Freezing.

n. **Accidental Discharge Or Overflow Of Water Or Steam** from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system, water heater, or domestic appliance. This includes the reasonable cost of removing and replacing those parts of a building or other structure, owned solely by "you", covered by Coverage A, and on the site of the "described location", needed to repair the system or appliance.

However, "we" will pay the cost of removing and replacing part of a structure that is not a building only if the water or steam causes direct physical loss to a building that is owned solely by "you" and on the site of the "described location".

"We" do not pay for loss:

- 1) caused by continuous or repeated discharge, seepage, or leakage of water, or the presence or condensation of humidity, moisture, or vapor, over a period of weeks, months, or years, unless no "insured" knew of or could reasonably be expected to suspect such discharge, seepage, or leakage of water or the presence or condensation of humidity, moisture, or vapor;
- 2) to or within the "described location" if the building containing the "described location" has been vacant for more than 60 days in a row just before the loss. A building being built is not vacant;
- 3) caused by or resulting from freezing, except as provided under the peril of Freezing;
- 4) to or within the "described location" caused by accidental discharge or overflow that occurs away from the building where the "described location" is located; or
- 5) to the system or appliance from which the water or steam escaped.

In this peril, plumbing systems and domestic appliances do not include sumps, sump pumps, or related equipment; any other type of system designed to remove subsurface water which is drained from the foundation area; or roof drains, gutters, downspouts, or like equipment.

Under Exclusions That Apply To Property Coverages, 1)b) and 3) of the Water exclusion that apply to surface water and water below the surface of the ground do not apply with respect to loss by water covered under this peril.

o. **Freezing** -- This means freezing of a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system, water heater, or domestic appliance, subject to the requirements stated in 1) and 2) below. In this peril, plumbing systems and domestic appliances do not include sumps, sump pumps, or related equipment; any other type of system designed to remove subsurface water which is drained from the foundation area; or roof drains, gutters, downspouts, or like equipment.

1) When the "described location" is protected by an automatic fire protective sprinkling system, coverage for loss caused by the peril of Freezing applies only if "you" have taken reasonable care to:

- a) maintain heat in the "described location"; and
- b) continue the water supply.

2) When the "described location" is not protected by an automatic fire protective sprinkling system, coverage for loss caused by the peril of Freezing applies only if "you" have taken reasonable care to:

- a) maintain heat in the "described location"; or
- b) shut off the water supply and completely empty water from all systems, heaters, and appliances.

p. **Sudden And Accidental Damage From Artificially Generated Electrical Currents**

However, "we" do not pay for loss to tubes, transistors, electronic components, or circuitry that are a part of any type of an electronic apparatus, including but not limited to appliances, fixtures, computers, and home entertainment units.

q. **Sinkhole Collapse** -- This means the sudden settlement or collapse of earth supporting covered property. The earth settlement or collapse must result from subterranean voids created by the action of water on a limestone or similar rock formation.

However, "we" do not cover the cost of filling sinkholes.

#### **EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES**

"We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

These exclusions apply whether or not an extensive area suffers damage from or is affected by the excluded cause or event.

a. **Ordinance Or Law** -- "We" do not pay for:

- 1) any loss or increased cost that results from the enforcement of a code, ordinance, or law that regulates the construction, repair, or demolition of property or the removal of its debris, except as provided under the Incidental Property Coverage for Increased Cost -- Ordinance Or Law;
- 2) any loss in value of property that results from the enforcement of a code, ordinance, or law; or
- 3) any loss, cost, or expense that results from the enforcement of a code, ordinance, or law requiring that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

This exclusion applies whether or not there has been physical damage to covered property.

- b. **Civil Authority** -- "We" do not pay for loss caused by the confiscation, destruction, or seizure of property covered under Coverage A or Coverage C by order of civil authority.

"We" do pay for loss caused by acts ordered by a civil authority at the time of a fire to prevent its spread, but only if loss caused by the fire would be covered by this policy.

c. **Nuclear Hazard**

- 1) "We" do not pay for loss caused by nuclear reaction, radiation, or radioactive contamination:

- a) whether controlled or uncontrolled; or
- b) however caused;

or any consequence of such reaction, radiation, or contamination.

- 2) Loss caused by nuclear reaction, radiation, or radioactive contamination is not considered loss caused by:

- a) fire;
- b) explosion; or
- c) smoke;

even if this policy provides coverage for loss caused by one or more of these perils.

- 3) Direct loss by fire resulting from nuclear reaction, radiation, or radioactive contamination is covered.

- d. **War And Military Action** -- "We" do not pay for loss caused by:

- 1) war, including undeclared or civil war;
- 2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction, radiation, or radioactive contamination, this War And Military Action exclusion supersedes the Nuclear Hazard exclusion.

Discharge of a nuclear weapon is deemed a warlike action even if it is accidental.

- e. **Neglect** -- "We" do not pay for loss caused by the neglect of an "insured" to use all reasonable means to save and preserve covered property at and after the time of a loss.

- f. **Earth Movement** -- "We" do not pay for loss caused by earth movement whether the earth movement results from or is caused by human or animal forces or an act of nature.

Earth movement means:

- 1) earthquake;
- 2) land shock waves or tremors before, during, or after a volcanic eruption;
- 3) landslide, mudflow, mudslide;
- 4) subsidence, erosion; or
- 5) any other earth movement, including but not limited to earth sinking, rising, shifting, expanding, or contracting.

However, this does not include Sinkhole Collapse as described under the Perils Insured Against.

"We" do pay for direct loss to covered property caused by fire or explosion resulting from earth movement.

This exclusion does not apply to loss caused by theft that is otherwise covered by this policy.

g. **Water**

1) "We" do not pay for loss caused by:

- a) flood;
- b) surface water;
- c) waves, including but not limited to tidal wave and tsunami;
- d) tides;
- e) tidal water;
- f) overflow of any body of water; or
- g) spray from a) through f) above;

whether driven by wind or not.

This includes, but is not limited to, tidal surge, storm surge, and storm tide.

2) "We" do not pay for loss caused by water that:

- a) backs up through sewers or drains; or
- b) overflows or otherwise discharges from:
  - (1) a sump, sump pump, or related equipment; or
  - (2) any other type of system designed to remove subsurface water which is drained from the foundation area.

3) "We" do not pay for loss caused by water below the surface of the ground. This includes, but is not limited to, water that exerts pressure on, or seeps, leaks, or flows through or into, a building, sidewalk, driveway, patio, foundation, swimming pool, or other structure.

4) "We" do not pay for loss caused by matter present in or carried or otherwise moved by water described in 1) through 3) above.

5) The exclusions set forth in 1) through 4) above:

- a) apply regardless of the cause of the excluded event, whether or not such cause is an act of nature; and

b) apply to, but are not limited to, water and matter present in or carried or otherwise moved by water, whether driven by wind or not, that:

- (1) overtops;
- (2) escapes from;
- (3) is released from; or
- (4) is otherwise discharged from;

a dam, levee, dike, floodgate, or other device or feature designed or used to retain, contain, or control water.

6) "We" do pay for direct loss to covered property caused by fire or explosion resulting from an event excluded in 1) through 4) above.

7) These exclusions do not apply to loss caused by theft that is otherwise covered by this policy.

h. **Power Failure** -- "We" do not pay for loss caused by the failure of power or other utility service, whether or not it is caused by a Peril Insured Against, if the cause of the failure is not on the "described location".

"We" do pay for direct loss that is otherwise covered by this policy that occurs on the "described location" as a result of the failure of power or other utility service.

i. **Intentional Acts** -- "We" do not pay any "insured" for loss that results from any act committed:

- 1) by an "insured", alone or in collusion with another; or
- 2) at the direction of an "insured";

with the intent to cause a loss.

This exclusion applies even with respect to an "insured" who was not involved in the commission or direction of the act that caused the loss.

- j. **Bacteria, Fungi, Wet Rot, Or Dry Rot --** "We" do not pay for loss, cost, or expense caused by, consisting of, or relating to the existence of or any activity of bacteria, "fungi", wet rot, or dry rot that is not the direct result of a Peril Insured Against.

"We" do pay for direct loss to covered property caused by a Peril Insured Against resulting from bacteria, "fungi", wet rot, or dry rot.

This coverage does not apply to "you" or to any person who is a regular resident of "your" household, other than a "domestic employee". With respect to others, this coverage applies only to:

- a. a person on an "insured premises" with the permission of an "insured"; or
- b. a person away from an "insured premises" if the "bodily injury":
  - 1) arises out of a condition on an "insured premises" or the access ways immediately adjoining an "insured premises";
  - 2) is caused by an activity of an "insured";
  - 3) is caused by a "domestic employee" in the course of his or her employment by an "insured"; or
  - 4) is caused by an animal owned by or in the care of an "insured".

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## LIABILITY COVERAGES

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### PRINCIPAL LIABILITY COVERAGES

1. **Coverage L -- Personal Liability --** "We" pay, up to the "limit" that applies, all sums for which an "insured" is legally liable because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies.

"We" will defend a suit seeking damages if the suit resulted from "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies. Such defense will be provided at "our" expense by counsel that "we" choose.

"We" may make investigations and settle claims or suits that "we" decide are appropriate. "We" do not have to settle or provide a defense after "we" have paid an amount equal to the "limit" that applies as a result of a judgment or written settlement.

2. **Coverage M -- Medical Payments To Others --** "We" pay the necessary medical expenses if they are incurred or medically determined within three years from the date of an accident causing "bodily injury" covered by this policy. Medical expenses means the reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, and funeral services; prosthetic devices; hearing aids; prescription drugs; and eyeglasses, including contact lenses.

### INCIDENTAL LIABILITY COVERAGES

This policy provides the following Incidental Liability Coverages. They are subject to all of the "terms" of Coverage L and Coverage M. Except for Claims And Defense Cost, Damage To Property Of Others, First Aid Expense, and Loss Assessment, they do not increase the "limits" stated for the Principal Liability Coverages.

#### 1. Business

- a. "We" pay for "bodily injury" or "property damage" that arises out of:
  - 1) the rental or holding for rental of an "insured premises":
    - a) on an occasional basis for use only as a residence;
    - b) in part for use only as a residence (No family unit may include more than two roomers or boarders.); or
    - c) in part for use as a school, studio, office, or private garage; or



- 2) the "business" activities of an "insured" under the age of 21 years, but only if such "insured" is involved in a part-time or occasional, self-employed "business" that does not employ others and the "bodily injury" or "property damage" arises out of activities related to that "business".
  - b. This Incidental Liability Coverage for Business is subject to all of the:
    - 1) Exclusions That Apply To Coverage L And Coverage M, other than exclusion g.;
    - 2) Additional Exclusions That Apply Only To Coverage L; and
    - 3) Additional Exclusions That Apply Only To Coverage M.
2. **Claims And Defense Cost** -- "We" pay for:
- a. the costs incurred by "us" and the costs taxed to an "insured" in a suit "we" defend;
  - b. the premiums on required bonds in a suit "we" defend, but only for bond amounts up to the "limit" that applies. "We" are not required to apply for or furnish bonds;
  - c. the necessary costs incurred by an "insured" at "our" request for assisting "us" in the investigation or defense of a claim or suit. This includes up to \$250 per day, per "insured", for the actual loss of earnings, but not loss of other income, for time spent away from work at "our" request;
  - d. the interest on the entire judgment that accrues after the entry of the judgment, but ending when "we" tender, pay, or deposit in court that part of the judgment that does not exceed the "limit" that applies; and
  - e. prejudgment interest awarded against an "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit" that applies, "we" will not pay any prejudgment interest based on that period of time after the offer.
3. **Contracts**
- a. "We" pay for "bodily injury" or "property damage":
    - 1) for which an "insured" is liable under a written contract that directly relates to the ownership, maintenance, or use of an "insured premises"; or
    - 2) for which "you" are liable under a written contract, made before the loss, in which "you" have assumed the liability of others.

The loss causing the "bodily injury" or "property damage" must have occurred during the policy period.
  - b. This Incidental Liability Coverage for Contracts is subject to all of the:
    - 1) Exclusions That Apply To Coverage L And Coverage M;
    - 2) Additional Exclusions That Apply Only To Coverage L, other than exclusion c.; and
    - 3) Additional Exclusions That Apply Only To Coverage M.
4. **Damage To Property Of Others** -- Regardless of an "insured's" legal liability, "we" pay, at replacement cost, for "property damage" to property of others caused by an "insured". The "limit" that applies to this coverage is \$1,000 per "occurrence".
- The exclusions that apply to Coverage L and Coverage M do not apply to this coverage.

However, "we" do not pay for "property damage":

- a. covered under the Property Coverages section of this policy.

However, "we" will pay for "property damage" in excess of the amount recoverable under the Property Coverages, to the extent that such "property damage" is covered under the "terms" of this Incidental Liability Coverage;

- b. to property owned by an "insured", or owned by, rented to, or leased to another resident of "your" household or a tenant of an "insured";
- c. caused intentionally by an "insured" who has attained the age of 13 years;
- d. arising out of an act or omission in any way related to a:
  - 1) "business" undertaken by an "insured"; or
  - 2) premises owned, rented, or controlled by an "insured", other than an "insured premises"; or
- e. arising out of the ownership, operation, maintenance, use, occupancy, loaning, entrusting, supervision, leasing, loading, or unloading of "aircraft", "hovercraft", "motorized vehicles", or "watercraft".

However, this exclusion does not apply to "property damage" arising out of a "motorized vehicle":

- 1) that is not owned by an "insured" and is designed:
  - a) for recreational use off of public roads; or
  - b) to assist the handicapped; or

- 2) that is not owned by an "insured" and is used only to service:

- a) an "insured premises"; or
- b) a premises of another, not in the course of "business";

if, at the time of the "occurrence", such "motorized vehicle" is not required by law or governmental regulation to be registered for use on public roads or property.

- 5. **First Aid Expense** -- "We" pay the expenses incurred by an "insured" for first aid to persons, other than "insureds", for "bodily injury" covered by this policy.

#### 6. **Loss Assessment**

- a. "We" pay for "your" share of an assessment levied by a homeowners, condominium, or similar residential association if the assessment is levied as a result of:
  - 1) "bodily injury" or "property damage" to which Coverage L and Coverage M apply; or
  - 2) damages or legal fees the association legally must pay for the acts of a director, officer, or trustee that result from the exercise of his or her duties solely on behalf of the association. This applies only to the acts of a director, officer, or trustee who is elected by the members of the association and who serves without receiving a fee, salary, or other compensation, other than reimbursement of expenses incurred.
- b. However, "we" do not pay for assessments levied against "you" or a homeowners, condominium, or similar residential association by any governmental body or authority.

- c. Coverage applies only when the assessment is levied during the policy period and is levied against "you" as owner or tenant of the "described location".
- d. The most "we" pay is \$1,500 per occurrence. Regardless of the number of assessments, this "limit" is the most "we" pay for loss arising out of:
  - 1) any one accident, including repeated exposures to similar conditions; or
  - 2) an act of a director or trustee. An act involving more than one director or trustee is considered a single act.
- e. The Policy Period condition under Conditions Applicable To Liability Coverages Only does not apply to this Incidental Liability Coverage.

#### 7. Motorized Vehicles

- a. Subject to the limitations set forth in b. and c. below, "we" pay for "bodily injury" or "property damage" that arises out of a "motorized vehicle" that:
  - 1) is in dead storage on an "insured premises";
  - 2) is used only to service:
    - a) an "insured premises", but only if the "occurrence" takes place on an "insured premises" as defined in 14.a., 14.b., 14.c., 14.f., 14.g., or 14.h. under Definitions; or
    - b) an "insured premises" or a premises of another, but only if such "motorized vehicle" is designed only for use off of public roads;
  - 3) is designed to assist the handicapped;

- 4) is designed for recreational use off of public roads and is:
  - a) not owned by an "insured"; or
  - b) owned by an "insured", but only if the "occurrence" takes place on an "insured premises" as defined in 14.a., 14.b., 14.c., 14.f., 14.g., or 14.h. under Definitions;
- 5) is operated only from electrical current supplied by a battery and is:
  - a) not built or modified after manufacture to exceed a speed of 15 miles per hour on level ground; and
  - b) not a motorized bicycle, moped, or golf cart; or
- 6) is a motorized golf cart that:
  - a) is owned by an "insured";
  - b) is designed to carry no more than four persons;
  - c) is not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground; and
  - d) at the time of the "occurrence", is within the legal boundaries of:
    - (1) a golfing establishment and is:
      - (a) parked or stored there; or
      - (b) being used by an "insured" to:
        - (i) play the game of golf or for other recreational or leisure activity allowed by the establishment;

- (ii) travel to or from an area where "motorized vehicles" or golf carts are parked or stored; or
  - (iii) cross public roads at designated points to access other parts of the golfing establishment; or
- (2) a private residential community, including its public roads upon which a motorized golf cart can legally travel:
- (a) that is subject to the authority of an association of property owners; and
  - (b) in which an "insured premises" is located.
- b. The coverage described in a. above applies only to a "motorized vehicle" that, at the time of the "occurrence", is not:
- 1) registered for use on public roads or property;
  - 2) required by law or governmental regulation to be registered for use at the location of the "occurrence";
  - 3) being used in, or in the practice or the preparation for, a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest;
  - 4) being rented to others;
  - 5) being used to carry people or cargo for a fee; or
  - 6) being used for any "business" purpose, except a motorized golf cart while on a golfing establishment.

- c. This Incidental Liability Coverage for Motorized Vehicles is subject to all of the:
- 1) Exclusions That Apply To Coverage L And Coverage M, other than:
    - a) exclusions c. and e.; and
    - b) solely with respect to the use of a motorized golf cart while on a golfing establishment, exclusion g.;
  - 2) Additional Exclusions That Apply Only To Coverage L; and
  - 3) Additional Exclusions That Apply Only To Coverage M.

#### 8. Watercraft

- a. Subject to the limitations set forth in b. and c. below, "we" pay for "bodily injury" or "property damage" that arises out of a "watercraft" that:
- 1) is in storage;
  - 2) is a sailing vessel, with or without auxiliary power, that is:
    - a) less than 26 feet in overall length; or
    - b) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - 3) is not a sailing vessel and is powered by:
    - a) an inboard or inboard-outdrive engine or motor, including an engine or motor that powers a water jet pump, of:
      - (1) 50 horsepower or less if not owned by an "insured"; or
      - (2) more than 50 horsepower if not owned by or rented to an "insured"; or

- b) one or more outboard engines or motors with:
- (1) 25 total horsepower or less;
  - (2) more than 25 horsepower if the outboard engine or motor is not owned by an "insured";
  - (3) more than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
  - (4) 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:
    - (a) it is listed on the "declarations" as insured for personal liability; or
    - (b) a written request for liability coverage is received by "us" within 45 days after it is acquired.

In this Incidental Liability Coverage for Watercraft, horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

- b. The coverage described in a. above applies only to a "watercraft" that, at the time of the "occurrence", is not being:
- 1) rented to others;
  - 2) used to carry people or cargo for a fee;
  - 3) used for any "business" purpose; or
  - 4) used in, or in the practice or the preparation for, a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest.

However, this does not apply to a sailing vessel or to a "watercraft" being used in a predicted log contest or cruise.

- c. This Incidental Liability Coverage for Watercraft is subject to all of the:
- 1) Exclusions That Apply To Coverage L And Coverage M, other than exclusions c. and e.;
  - 2) Additional Exclusions That Apply Only To Coverage L; and
  - 3) Additional Exclusions That Apply Only To Coverage M.

#### **EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES**

##### **1. Exclusions That Apply To Coverage L And Coverage M -- Coverage L and Coverage M do not apply to:**

- a. "bodily injury" or "property damage" caused directly or indirectly by:
- 1) war, including undeclared or civil war;
  - 2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
  - 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Discharge of a nuclear weapon is deemed a warlike action even if it is accidental.

- b. "bodily injury" or "property damage" arising out of:
- 1) the ownership or leasing of "aircraft" or "hovercraft" by an "insured";
  - 2) the operation, maintenance, use, occupancy, loading, or unloading of "aircraft" or "hovercraft" by any person;
  - 3) the entrustment or loaning of "aircraft" or "hovercraft" by an "insured" to any person; or

- 4) an "insured's" negligent supervision of or failure to supervise any person with respect to "aircraft" or "hovercraft".

However, this exclusion does not apply to "bodily injury" to a "domestic employee" arising out of and in the course of his or her employment by an "insured".

- c. "bodily injury" or "property damage" arising out of:

- 1) the ownership or leasing of a "motorized vehicle" or "watercraft" by an "insured";
- 2) the operation, maintenance, use, occupancy, loading, or unloading of a "motorized vehicle" or "watercraft" by any person;
- 3) the entrustment or loaning of a "motorized vehicle" or "watercraft" by an "insured" to any person; or
- 4) an "insured's" negligent supervision of or failure to supervise any person with respect to a "motorized vehicle" or "watercraft".

However, this exclusion does not apply to "bodily injury" to a "domestic employee" arising out of and in the course of his or her employment by an "insured" or if coverage is provided under the Incidental Liability Coverage for Motorized Vehicles or the Incidental Liability Coverage for Watercraft.

- d. "bodily injury" or "property damage" for which an "insured" is vicariously liable if the "bodily injury" or "property damage" arises out of the actions of a child or minor with respect to:

- 1) "aircraft"; or
- 2) "hovercraft".

This applies whether or not such liability is imposed by law.

- e. "bodily injury" or "property damage" for which an "insured" is vicariously liable if the "bodily injury" or "property damage" arises out of the actions of a child or minor with respect to a:

- 1) "motorized vehicle"; or
- 2) "watercraft".

This applies whether or not such liability is imposed by law.

However, this exclusion does not apply to the extent that coverage for the "motorized vehicle" or "watercraft" is provided under the Incidental Liability Coverage for Motorized Vehicles or the Incidental Liability Coverage for Watercraft.

- f. "bodily injury" or "property damage" arising out of the rendering of or the failing to render a professional service.

- g. "bodily injury" or "property damage" arising out of or in any way related to a "business" conducted from an "insured premises" or undertaken by an "insured", regardless of location, whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This includes but is not limited to "bodily injury" or "property damage" arising out of an act or a failure to act, regardless of its circumstance, involving a service or duty owed, promised, provided, or implied to be provided because of the nature of the "business".

However, this exclusion does not apply to the extent that coverage is provided:

- 1) for the use of a motorized golf cart while on a golfing establishment under the Incidental Liability Coverage for Motorized Vehicles; or

2) under the Incidental Liability Coverage for Business.

h. "bodily injury" or "property damage" that arises out of premises that are:

- 1) owned by an "insured";
- 2) rented to an "insured"; or
- 3) rented to others by an "insured";

and that are not "insured premises".

However, this exclusion does not apply to "bodily injury" to a "domestic employee" arising out of and in the course of his or her employment by an "insured".

i. "bodily injury" or "property damage" that is:

- 1) expected by, directed by, or intended by an "insured";
- 2) the result of a criminal act of an "insured"; or
- 3) the result of an intentional and malicious act by or at the direction of an "insured".

This exclusion applies even if the "bodily injury" or "property damage":

- 1) that occurs is different than what was expected, directed, or intended; or
- 2) is suffered by persons, entities, or property not expected, directed, or intended.

However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the use of reasonable force by an "insured" to protect people or property.

j. "bodily injury" or "property damage" that arises out of the transmission of a communicable disease by an "insured".

k. "bodily injury" or "property damage" that arises out of sexual molestation.

l. "bodily injury" or "property damage" that arises out of physical or mental abuse.

m. "bodily injury" or "property damage" that arises out of corporal punishment.

n. "bodily injury" or "property damage" that arises 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, including any amendments.

Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs.

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

**2. Additional Exclusions That Apply Only To Coverage L -- Coverage L does not apply to:**

a. "bodily injury" to an "insured" as defined in 13.a., 13.b., 13.c., 13.d., or 13.e. under Definitions.

b. any claim made or suit brought against an "insured" seeking:

- 1) reimbursement of; or
- 2) contribution toward;

damages for which another person may be liable because of "bodily injury" to an "insured".

c. liability under a contract or an agreement entered into by an "insured", except as provided under the Incidental Liability Coverage for Contracts.

d. "property damage" to property owned by an "insured".

e. cost or expense for measures performed on property owned by an "insured" to prevent:

- 1) injury to a person; or
- 2) damage to property of others;

on or away from an "insured premises", whether such cost or expense is incurred by an "insured" or others.

f. "property damage" to property that is rented to, occupied by, used by, or in the care of an "insured".

However, this exclusion does not apply to "property damage" to such property caused by fire, smoke, or explosion.

g. sickness, disease, or death of a "domestic employee" unless a written notice is received by "us" within 36 months after the end of the policy period in which the injury occurred.

h. "bodily injury" to a person, including a "domestic employee", if:

- 1) an "insured" has a workers' compensation policy covering the injury; or
- 2) benefits are payable or are required to be provided by an "insured" under a workers' compensation, non-occupational disability, occupational disease, or like law.

i. liability for any assessment levied by a homeowners, condominium, or similar residential association, except as provided under the Incidental Liability Coverage for Loss Assessment.

j. "bodily injury" or "property damage" for which an "insured" under this policy is also an insured under a nuclear energy liability policy or would be an insured under a nuclear energy liability policy but for the exhaustion of its "limits". (A nuclear energy liability policy is a policy issued by Mutual Atomic Energy Liability Underwriters, Nuclear Energy Liability Insurance Association, or Nuclear Insurance Association of Canada or their successors.)

3. **Additional Exclusions That Apply Only To Coverage M** -- Coverage M does not apply to "bodily injury":

a. to an "insured" or any other person, other than a "domestic employee", who regularly resides on any part of the "insured premises".

b. to a person, including a "domestic employee", if a workers' compensation policy covers the injury or if benefits are provided or required to be provided under a workers' compensation, non-occupational disability, occupational disease, or like law.

c. to a "domestic employee" if the "bodily injury":

- 1) occurs away from an "insured premises"; and
- 2) does not arise out of or in the course of his or her employment by an "insured".

d. from any:

- 1) nuclear reaction;
- 2) nuclear radiation; or
- 3) radioactive contamination;

whether controlled or uncontrolled or however caused; or

4) any consequence of 1), 2), or 3) above.



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## WHAT MUST BE DONE IN CASE OF LOSS OR OCCURRENCE

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### 1. Property Coverages

The following duties apply when there is loss to covered property. These duties must be performed by "you", "your" representative, an "insured" seeking coverage, or the representative of an "insured" seeking coverage.

"We" are not obligated to provide the coverages described in this policy if these duties are not performed.

- a. **Notice** -- Prompt notice must be given to "us" or "our" agent. "We" may request written notice.

Notice must be given to the police when the loss involves theft.

Notice must be given to the credit card, electronic fund transfer card, or electronic access device company when the loss involves a credit card, an electronic fund transfer card, or an electronic access device.

- b. **Protecting Property** -- All reasonable measures must be taken to protect covered property at and after a covered loss to avoid further loss.

If the property must be repaired, "you" must:

- 1) make reasonable and necessary repairs to protect the property; and
- 2) keep an accurate record of the costs of such repairs.

- c. **Cooperation** -- All "insureds" seeking coverage, and the representative or representatives of all "insureds" seeking coverage, must cooperate with "us" in the investigation of a claim.

- d. **Inventory Of Damaged Personal Property** -- "We" must be given an inventory of personal property involved in a loss that shows, in detail, the:

- 1) quantity;
- 2) description;
- 3) "actual cash value"; and
- 4) amount of loss.

Copies of all bills, receipts, and related documents that confirm the figures stated in the inventory must be attached.

- e. **Showing Damaged Property** -- As often as "we" reasonably request, "we" must be:

- 1) shown the damaged property; and
- 2) allowed to take samples of damaged property for inspection, testing, and analysis.

- f. **Records And Documents** -- As often as "we" reasonably request, "we" must be:

- 1) given requested records and documents, including but not limited to tax returns and bank records of all canceled checks that relate to the value, loss, and costs; and
- 2) permitted to make copies of such records and documents.

- g. **Examination Under Oath** -- As often as "we" reasonably request, all "insureds" must:

- 1) submit to examination under oath in matters that relate to the loss or claim; and
- 2) sign such statement made under oath.

If more than one person is examined, "we" have the right to examine and receive statements separately from each person and not in the presence of other "insureds".

- h. **Proof Of Loss** -- "We" must be given a signed, sworn proof of loss, within 60 days after "our" request, that:
- 1) states, to the best of "your" knowledge and belief, the:
    - a) time and cause of the loss; and
    - b) interests of all "insureds" and the interests of all others, including all mortgages and liens, in the property involved in the loss;
  - 2) identifies:
    - a) other policies that may cover the loss; and
    - b) any changes in title or use of the property during the policy period; and
  - 3) provides:
    - a) available plans and specifications of damaged buildings;
    - b) detailed estimates for repair;
    - c) the inventory of damaged personal property described in d. above;
    - d) receipts for additional living costs incurred and records that prove the fair rental value; and
    - e) evidence or affidavit supporting a claim under the Incidental Property Coverage for Credit Card; Electronic Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money and stating the amount and cause of loss.

- i. **Assistance With Enforcing Right Of Recovery** -- At "our" request, "we" must be given assistance with enforcing any right of recovery that an "insured" may have against a party causing the loss.

## 2. Liability Coverages

The following duties apply when there has been an "occurrence". These duties must be performed by "you" or another "insured". "You" must assist "us" by seeing that they are performed.

"We" are not obligated to provide the coverages described in this policy if these duties are not performed.

- a. **Notice** -- Written notice must be given to "us" or "our" agent as soon as is practical. The notice must state:
- 1) "your" name and the policy number;
  - 2) reasonably available information regarding the time, location, and other details of the "occurrence"; and
  - 3) the names and addresses of all known potential claimants and witnesses.
- b. **Volunteer Payments** -- Any:
- 1) payments made;
  - 2) rewards paid or offered; or
  - 3) obligations or other costs assumed;
- by an "insured" will be at the "insured's" own cost.
- However, this does not apply to costs that are covered under the Incidental Liability Coverage for First Aid Expense.
- c. **Cooperation** -- The "insured" must cooperate with "us" in the investigation, defense, or settlement of a claim or suit.

- d. **Notices, Demands, And Legal Papers** -- The "insured" must promptly give "us" copies of all notices, demands, and legal papers that relate to the "occurrence".
- e. **Assistance With Claims And Suits** -- At "our" request, the "insured" must help "us":
- 1) to settle a claim;
  - 2) to enforce the right of recovery or indemnification against all parties who may be liable to an "insured";
  - 3) to conduct suits. This includes being at trials and hearings;
  - 4) in the securing of and giving of evidence; and
  - 5) in obtaining the attendance of all witnesses.
- f. **Other Duties -- Damage To Property Of Others** -- "We" must be given a sworn statement of loss within 60 days after the loss. The damaged property must be shown to "us" if it is within an "insured's" control.

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## HOW MUCH WE PAY FOR LOSS OR OCCURRENCE

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### 1. Property Coverages

- a. **Our Limit** -- "We" pay the lesser of:
- 1) the "limit" that applies; or
  - 2) the amount determined under the applicable Loss Settlement Terms;
- regardless of the number of "insureds" with an interest in the property.
- However, no "insured" will be paid an amount that exceeds his or her interest in the property at the time of loss.

### b. Deductible

- 1) This applies to all Principal Property Coverages and all Incidental Property Coverages except:
  - a) Credit Card; Electronic Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money;
  - b) Fire Department Service Charge; and
  - c) Refrigerated Property.

It applies to all Perils Insured Against unless otherwise stated.
- 2) Subject to the "limits" that apply, "we" pay that part of the loss over the deductible. The deductible applies:
  - a) per occurrence and, with respect to the Incidental Property Coverages for Association Deductible and Loss Assessment, regardless of the number of deductibles charged or assessments levied; and
  - b) separately at each covered location. Only one deductible applies at each location.

- c. **Loss To A Pair Or Set** -- If there is a loss to an item that is part of a pair or set, "we" pay only to replace or repair the item, or "we" pay the difference in the "actual cash value" of the pair or set just before the loss and the "actual cash value" just after the loss.
- d. **Loss To Parts** -- If there is a loss to a part of an item that consists of several parts when it is complete, "we" pay only for the value of the lost or damaged part or the cost to repair or replace it.

- e. **Loss Settlement Terms** -- Subject to the "terms" shown above, "we" settle losses according to the Replacement Cost Terms. If the Replacement Cost Terms do not apply, "we" settle losses according to the Actual Cash Value Terms.

In the Replacement Cost Terms and the Actual Cash Value Terms, replacement cost and cost to repair or replace do not include any increased cost that results from the enforcement of a code, ordinance, or law, except to the extent that coverage for such increased cost is provided under the Incidental Property Coverage for Increased Cost -- Ordinance Or Law.

1) **Replacement Cost Terms**

- a) The Replacement Cost Terms apply only to property covered under Coverage A.
- b) If the damage is repaired or replaced within a reasonable time, the amount used in applying the "terms" under Our Limit is the actual cost to repair or replace the damage.
- c) If the damage is not repaired or replaced within a reasonable time, the smaller of the following amounts is used in applying the "terms" under Our Limit:
  - (1) the cost to repair or replace the damaged part of the property with materials of like kind and quality, to the extent practical; or
  - (2) the "actual cash value" of the damaged part of the property just before the loss.

2) **Actual Cash Value Terms**

- a) The Actual Cash Value Terms apply to all property not subject to the Replacement Cost Terms.

- b) The smaller of the following amounts is used in applying the "terms" under Our Limit:

- (1) the cost to repair or replace the lost or damaged part of the property with materials of like kind and quality, to the extent practical; or
- (2) the "actual cash value" of the lost or damaged part of the property just before the loss.

2. **Coverage L -- Personal Liability** -- The "limit" shown on the "declarations" for Coverage L is the most "we" pay for loss for each "occurrence". This applies regardless of the number of:

- a. persons insured under this policy;
- b. parties who sustain injury or damage;
- c. claims made or suits brought; or
- d. policy periods involved.

All "bodily injury" and "property damage" arising out of any one accident or out of repeated exposures to similar conditions will be considered one "occurrence".

3. **Coverage M -- Medical Payments To Others** -- The "limit" shown on the "declarations" per person for Coverage M is the most "we" pay for all medical expenses payable for "bodily injury" to one person as the result of one accident.

When a "limit" is shown on the "declarations" per accident for Coverage M, that "limit" is the most "we" pay for any one accident.

The payment of a claim under Coverage M does not mean an admission of liability on "our" part or on the part of any "insured".

4. **Severability** -- The Liability Coverages provided by this policy apply separately to each "insured", but this does not increase the "limit" that applies for any one "occurrence".

However, this excess provision does not apply with respect to the coverage provided under the Incidental Property Coverage for Association Deductible.

5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy applies to a loss, "we" pay no more than the actual loss.

b. **Coverage L -- Personal Liability** -- This insurance is excess over other valid and collectible insurance that applies to the loss or claim, other than insurance written specifically to provide coverage in excess of the "limits" that apply in this policy.

6. **Insurance Under More Than One Policy**

a. **Property Coverages**

1) If there is other insurance that applies to a loss, cost, or expense, other than insurance in the name of an association or a corporation of property owners, "we" pay "our" share of the loss, cost, or expense. "Our" share is that part of the loss, cost, or expense that the "limit" of this policy bears to the total amount of insurance that applies to the loss, cost, or expense.

If the other insurance is also excess, "we" pay only "our" share of the loss. "We" pay only that part of the loss that the applicable "limit" under this policy bears to the total amount of insurance covering the loss.

However, this does not apply to loss, cost, or expense that is also covered by:

- a) a home warranty, a service or maintenance plan or agreement, or any other warranty, plan, or agreement that provides for the repair or replacement of property, even if such warranty, plan, or agreement has the characteristics or qualities of insurance; or
- b) a government fund.

7. **Warranties And Service Or Maintenance Plans Or Agreements** -- If loss, cost, or expense covered by this policy is also covered by a home warranty, a service or maintenance plan or agreement, or any other warranty, plan, or agreement that provides for the repair or replacement of property, including a warranty, plan, or agreement in the name of an association or a corporation of property owners, this insurance is excess over any amount payable by such warranty, plan, or agreement. This applies even if such warranty, plan, or agreement has the characteristics or qualities of insurance.

2) When a loss, cost, or expense is also covered by insurance in the name of an association or a corporation of property owners, this insurance is excess over the "limit" that applies under such other insurance.

8. **Government Funds** -- If loss, cost, or expense covered by this policy is also covered by a government fund, "we" pay "our" share of the loss, cost, or expense. "Our" share is that part of the loss, cost, or expense that the "limit" of this policy bears to the total amount payable for the loss, cost, or expense to the extent permitted by law.

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## PAYMENT OF LOSS

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### 1. Property Coverages

- a. Except as provided in 3. below, "we" adjust each loss with "you". "We" pay a covered loss within 60 days after an acceptable proof of loss is received and:

- 1) "we" 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".

Payment is made to "you" unless a loss payee or some other person or entity is named in the policy or is legally entitled to receive payment.

- b. "We" may:

- 1) pay the loss in money; or
- 2) rebuild, repair, or replace the property. "We" must give "you" written notice of "our" intent to do so within 30 days after "we" receive an acceptable proof of loss.

If "we" pay the loss in money, "we" may take all or part of the damaged property at the agreed or appraised value. Property paid for or replaced by "us" becomes "ours".

- c. If the "described location" is made unfit for use for more than one month, loss, cost, or expense covered under Coverage D is paid on a monthly basis. "You" must give "us" proof of such loss, cost, or expense.

2. **Liability Coverages** -- A person who has secured a judgment against an "insured" for a covered loss or has liability established by a written agreement between the claimant, an "insured", and "us" is entitled to recover under this policy to the extent of coverage provided.

### 3. **Damage To Personal Property Of Others**

-- At "our" option, a covered loss may be adjusted with and paid:

- a. to "you" on behalf of the owner; or
- b. to the owner. If "we" pay the owner, "we" do not have to pay an "insured".

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## POLICY CONDITIONS

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### CONDITIONS APPLICABLE TO ALL COVERAGES

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation And Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

During the first 59 days this policy is in effect, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

When this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. the policy was obtained through fraud, material misrepresentation, or omission of fact, which, if known by "us", would have caused "us" not to issue the policy; or
- c. there has been a material change or increase in hazard of the risk.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason when it has been in effect for 60 days or more, "we" will give "you" notice at least 30 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective.

"Your" return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

### 3. **Change, Modification, Or Waiver Of Policy Terms**

- a. A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
- b. If "we" adopt a revision that broadens coverage under this edition of "our" policy without an additional premium, the broadened coverage will apply to "your" policy as of the date "we" adopt the revision in the state in which the "described location" is located. This applies only to revisions adopted within 60 days prior to or during the policy period shown on the "declarations".

However, this does not apply to revisions adopted as part of an overall program revision that both broadens and restricts coverage, whether "we" bring about the program revision by introducing:

- 1) a subsequent edition of "our" policy; or
- 2) an endorsement that amends "our" policy.

- c. "Our" request for an appraisal or examination under oath does not waive policy "terms".

4. **Conformity With Statute** -- "Terms" in conflict with the laws of the state in which the "described location" is located are changed to conform to such laws.
5. **Death** -- The "terms" in a. and b. below apply if any person named as the insured on the "declarations" or that person's spouse, if a resident of the same household, dies.
  - a. "We" provide coverage for the legal representative of the deceased person:
    - 1) but only with respect to the deceased person's premises and property covered by this policy at the time of death; and
    - 2) only to the extent that coverage is provided by this policy.
  - b. "Insured" includes:
    - 1) an "insured" who is a member of the deceased person's household at the time of the deceased person's death, but only while a resident of the "described location"; and
    - 2) persons having proper, temporary custody of the deceased person's covered property, but only with respect to such property and only until such time as a legal representative is appointed and qualified.
6. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

7. **Misrepresentation, Concealment, Or Fraud** -- "We" do not provide coverage for any "insured" if, before or after a loss:

- a. an "insured" has willfully concealed or misrepresented a material fact or circumstance that relates to this insurance or the subject thereof; or
- b. there has been fraudulent conduct or false swearing by an "insured" with regard to a matter that relates to this insurance or the subject thereof.

This applies even with respect to an "insured" who was not involved in the concealment, misrepresentation, fraudulent conduct, or false swearing.

8. **Subrogation** -- If "we" pay for a loss, "we" may require that the "insured" assign to "us" the right of recovery up to the amount "we" pay. "We" are not liable for a loss if, after the loss, an "insured" impairs "our" right to recover against others. An "insured" may waive his or her right to recover, in writing and before a loss occurs, without affecting coverage.

In the event that "we" require such an assignment, the "insured" must:

- a. sign and give to "us" all related documents; and
- b. cooperate with "us".

Subrogation does not apply to Coverage M -- Medical Payments To Others or to the Incidental Liability Coverage for Damage To Property Of Others.

**CONDITIONS APPLICABLE TO PROPERTY COVERAGES ONLY**

1. **Abandonment Of Property** -- An "insured" may not abandon property to "us" unless "we" agree.

2. **Appraisal** -- If "you" and "we" do not agree as to the value or amount of loss, either may demand an appraisal of such loss. In this event, "you" and "we" will each select a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will select a competent and impartial umpire. If they do not agree on an umpire within 15 days, "you" or "we" may ask a judge of a court of record of the state where the "described location" is located to make the selection.

A written agreement of the two appraisers will set the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. The written agreement of any two of these three will set the amount of the loss.

"You" will pay the expense of "your" appraiser and "we" will pay the expense of "our" appraiser. "You" and "we" will share equally the expense of the umpire and the other expenses of the appraisal.

Under no circumstance will an appraisal be used to interpret policy "terms", determine causation, or determine whether or not a loss is covered under this policy.

3. **Loss Payable Clause** -- With respect to those items of personal property for which a loss payee is shown on the "declarations", the definition of "insured" is extended to include that loss payee, but only with respect to those items of personal property.

If "we" cancel or do not renew this policy, "we" will so notify, in writing, any loss payees shown on the "declarations".

4. **Mortgage Clause**

- a. If a mortgagee is named on the "declarations", a loss payable under Coverage A 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. The word mortgagee includes trustee.



- b. If "we" deny "your" claim, that denial does not apply to a valid claim of the mortgagee if the mortgagee has:
- 1) notified "us" of change in ownership, occupancy, or substantial change in risk of which the mortgagee became aware;
  - 2) paid the premium due under this policy on demand if "you" neglected to pay the premium; and
  - 3) submitted a signed, sworn statement of loss within 60 days after receiving notice from "us" if "you" failed to do so.

All "terms" of this policy apply to the mortgagee unless changed by this clause.

- c. If "we" cancel or do not renew this policy, "we" will notify any mortgagees named on the "declarations" at least ten days before the date cancellation or nonrenewal takes effect.
- d. If "we" pay the mortgagee for a loss and deny payment to "you", "we" are subrogated, up to the amount "we" paid for the loss, to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

At "our" option, "we" may pay to the mortgagee the whole principal on the mortgage plus the 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. **No Benefit To Bailee** -- Coverage under this policy will not directly or indirectly benefit those who are paid to assume custody of covered property.

6. **Policy Period** -- This policy covers only losses that occur during the policy period.

7. **Recoveries** -- This applies if "we" pay for a loss and lost or damaged property is recovered or payment is made by those responsible for the loss.

"You" must inform "us" or "we" must inform "you" if either recovers property or receives payment. Proper costs incurred by either party are paid first.

At "your" option, "you" may keep the recovered property. If "you" keep the recovered property, the amount of the claim paid, or a lesser amount to which "we" agree, must be returned to "us".

If the claim paid is less than the agreed loss due to a deductible or other limiting "terms", the recovery is prorated between "you" and "us" based on the interest of each in the loss.

8. **Suit Against Us** -- No suit may be brought against "us" unless all of the "terms" that apply to the Property Coverages have been complied with and the suit is brought within two years after the loss.

If a law of the state where the "described location" is located makes this time period invalid, the suit must be brought within the time period allowed by the law.

9. **Volcanic Eruption** -- All volcanic eruption that occurs within a 72-hour period constitutes a single occurrence.

#### CONDITIONS APPLICABLE TO LIABILITY COVERAGES ONLY

1. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this policy.
2. **Duties Of An Injured Person -- Medical Payments To Others Coverage** -- In case of a loss, the injured person or someone acting on behalf of that person must:

- a. give "us" written proof of claim (under oath if "we" request) as soon as practical; and
- b. authorize "us" to get copies of medical records.

The injured person must submit to medical exams by doctors chosen by "us" when and as often as "we" may reasonably require.

3. **Policy Period** -- This policy covers only "bodily injury" and "property damage" that occur during the policy period.

4. **Suit Against Us** -- No suit may be brought against "us" unless all of the "terms" that apply to the Liability Coverages have been complied with and the amount of the "insured's" liability has been fixed by:

- a. a final judgment against the "insured" as a result of a trial; or
- b. a written agreement of the "insured", the claimant, and "us".

No person has a right under this policy to join "us" or implead "us" in actions that are brought to fix the liability of an "insured".