

# STEADILY.

## SAMPLE POLICY

### Dwelling Property 1 (DP-1) with Personal Liability

#### Legal Disclaimer

The following example policy is intended solely for your personal use (that's non-commercial for the lawyers who review this). This is an informational example of policy language and coverage forms. While we have taken every precaution to ensure the content of this document is both current and accurate, errors can occur. This sample includes standard forms and endorsements for this policy type. Coverage forms can vary by state and by the coverage you have selected.

The information in this document is intended to help you better understand general information about our insurance coverages. This is offered for general guidance and not intended to replace or serve as substitute for professional advice or consultations. You should consult with a licensed insurance professional familiar with your particular factual situation for advice concerning specific matters before making any decisions. Members of our team are standing by, happy to advise you if you click "Get Quote" here on our site.

Insurance Declarations Page

\$ [XXXX] [XX]

Annual premium, fees and/or taxes

Policy Information

Policy number [XXX-XX-XXXXXXXXXX]  
Starts [Month XX, XXXX 12:01 AM]  
Expires [Month XX, XXXX 12:01 AM]  
Named Insured [Named Insured]  
[Mailing Address]  
[City, ST XXXXX]  
Underwritten by [Insurer Name]  
a [stock / mutual] company  
Policy type [Form] Dwelling Policy

Premium & Fees

[Risk Address] [\$XXXX.XX]  
[Risk Address] [\$XXXX.XX]  
[Surplus Lines Tax] [\$XXXX.XX]  
[Stamping Fee] [\$XX.XX]  
[Other Tax] [\$XX.XX]  
Total Amount Due: [\$XX.XX]

Payment must be made in full including all applicable taxes and fees noted above.

This is not a bill.  
Your bill will be sent separately.

Program Administrator

Steadily Insurance Agency, Inc.  
9450 SW Gemini Dr, PMB 18626  
Beaverton, OR 97008

Customer Support +1 (888) 966-1611 support@steadily.com  
Claims +1 (833) 929-1245 claims-ob@steadily.com

Producing Agent

[Agency Name]  
[Agency Address]  
[City, ST XXXXX]

Declarations Page for [Address, City ST]

[Address]	Occupancy	[Occupancy]
[City, ST XXXXX]	Residence type	[Residence Type]
[County]	Year built	[XXXX]
Additional Interests:	Construction	[Construction Type]
Type of interest: [Type]	Size	[XXXX square feet]
[Additional Interest Name]	Roof Age*	[XX]
[Address]	Inspection Fee	[\$XX.XX]
[City, ST XXXXX]		
Loan/Contract #: [XXXXXX]		

Coverages

Property Coverage

	Limits	Premium
[Coverage Description]	[\$X,XXX,XXX]	[\$XXX.XX]
Loss Valuation*	[Settlement Type]	
[Coverage Description]	[\$X,XXX,XXX]	[\$XXX.XX]
Loss Valuation	[Settlement Type]	
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]
Loss Valuation	[Settlement Type]	[\$XXX.XX]
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]

Liability Coverage

	Limits	Premium
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]
[Coverage Description]	[\$XXX,XXX]	[\$XXX.XX]

Deductibles

	Deductible Amount
[Deductible Type]	[\$X,XXX]
[Deductible Type]	[\$X,XXX]
[Deductible Type]	[\$X,XXX]

\*Roof Loss Settlement Terms may vary based on the age of the roof and the location of the risk. Please refer to your policy for the Roof Loss Settlement Type which is applicable to this dwelling.

## Policy Discounts

[Discount, Discount, Discount]

## Dwelling Discounts

[Discount, Discount, Discount]

SAMPLE

## Policy Forms

Your policy consists of the Declaration Pages and the Policy Forms in the following list. Please keep these together.

### Policy-Level Forms (apply to all dwellings)

[Form Code (Version Number)]	[Form Name & Description]
[Form Code (Version Number)]	[Form Name & Description]
[Form Code (Version Number)]	[Form Name & Description]

### Dwelling-Specific Forms

[Address, City, ST XXXXX, County]

[Form Code (Version Number)]	[Form Name & Description]
[Form Code (Version Number)]	[Form Name & Description]
[Form Code (Version Number)]	[Form Name & Description]

## **Important Notice Regarding Losses From Certified Acts of Terrorism**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States.

No act shall be certified as an "certified act of terrorism" by the Secretary of the Treasury unless the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, "we" shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## **Important Notice Regarding Flood Coverage**

Flood damage is not covered under your policy. You may also need to consider the purchase of flood insurance. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase separate flood insurance coverage with your insurance agent, or visit [www.floodsmart.gov](http://www.floodsmart.gov).

SAMPLE

Your policy is managed by Steadily.  
Your insurance company is Obsidian Insurance Company.

## **Important Notice Regarding Your Dwelling Coverage Limit**

Steadily strives to adequately insure your property so that you are fully indemnified in the event of a loss. Steadily utilizes replacement cost valuation tools to estimate the value of your property. However, replacement cost valuation tools are tools only and should not be the sole consideration in determining your dwelling coverage limit. It is your responsibility to determine the adequate dwelling coverage limit for your property.

It is important to note that the market value of your property is different from the actual cash value or replacement cost. Replacement cost is calculated by estimating the cost to replace damaged property with materials of like kind and quality. Actual cash value is estimated by determining the replacement cost and subtracting depreciation for the damaged property at the time of loss. Replacement cost and actual cash value can vary significantly from market value.

You may need to consider an appraisal to determine the adequate dwelling coverage limit for your property.

Steadily automatically increases your dwelling coverage limit at each renewal to keep up with rising buildings costs and inflation. If you believe your dwelling coverage limit is too low or too high, please contact us.



## **Important Notice Regarding Earthquake Coverage**

Earthquake damage is not covered under your policy. You may also need to consider the purchase of earthquake insurance. Without separate earthquake insurance coverage, you may have uncovered losses caused by an earthquake. Please discuss the need to purchase separate earthquake insurance coverage with your insurance agent.

SAMPLE

## **AUTOMATIC INCREASE IN INSURANCE**

(Entries required to complete the Schedule will  
be shown below or on the "declarations".)

### **Schedule**

<b>Annual increase</b>	<b>%</b>
------------------------	----------

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

The "limit" that applies to Coverage A and, when a "limit" is shown on the "declarations" for Coverage B, the "limit" that applies to Coverage B will be increased annually by the percentage shown in the Schedule above. The increase will be applied on a pro rata basis during the policy period.

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DP 3010 05 19

## LIMIT ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BASIC FORM DP 0001**

**SPECIAL FORM DP 0003**

**COMMERCIAL LIABILITY COVERAGE (PREMISES ONLY -- LANDLORD)**

### A. Cap On Losses From Certified Acts of Terrorism

1. The following definition are added with respect to all coverage parts attached to this policy:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

- a. to be an act of terrorism;
- b. to be a violent act or an act that is dangerous to:
  - 1) human life;
  - 2) Property; or
  - 3) Infrastructure;
- c. to have resulted in damage within the United States, or outside of the United States in the case of:
  - 1) an air carrier or vessel as defined in section 40102 of title 49, United States Code;
  - 2) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
  - 3) at the premises of any United States mission;
- d. to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. No act shall be certified as a "certified act of terrorism" by the Secretary of the Treasury unless the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, "we" shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### B. Application Of Exclusions

1. The "terms" of this endorsement do not provide coverage for any loss that would otherwise be excluded by this policy under:
  - a. exclusions that address war, military action, or nuclear hazard; or
  - b. any other exclusion.
2. The absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded under this policy under:
  - a. exclusions that address war, military action, or nuclear hazard; or
  - b. any other exclusion.

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STD1414-CW 1121

## VIRUS, BACTERIA, OR COMMUNICABLE DISEASE EXCLUSION

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

### PROPERTY COVERAGES

1. Under General Exclusions, item a., Bacteria, Fungi, Wet Rot, Or Dry Rot, is deleted and replaced by the following:
  - a. **Fungi, Wet Rot, Or Dry Rot** – "We" do not pay for loss, cost, or expense:
    - 1) caused by;
    - 2) consisting of; or
    - 3) relating to the existence of or any activity of;"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 "fungi", wet rot, or dry rot.  
"We" do pay for direct loss to covered property caused by a peril insured against resulting from bacteria, "fungi", wet rot, or dry rot.  
When form DP 0003 applies, this exclusion a. does not apply to loss covered under the Incidental Coverage for Collapse.

The following provision is added under General Exclusions:

#### **Virus, Bacteria, or Communicable Disease**

- 1) "We" do not pay for loss, cost, or expense:
  - a) caused by;
  - b) consisting of; or
  - c) relating to the existence of or any activity of;any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.
- 2) This exclusion applies to, but is not limited to, any loss, cost, or expense due to:
  - a) any contamination by any virus, bacterium, or other microorganism; or
  - b) any denial of access to property because of any virus, bacterium, or other microorganism.

## CYBER EXCLUSIONS

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

### PROPERTY COVERAGES

The following provision is added under General Exclusions:

**Cyber Loss** - "We" do not pay for loss, cost, or expense caused by or consisting of:

- a. loss or alteration of;
- b. interference with; or
- c. damage to or diminished functionality, availability, or operation of:

any computers or computer networks, hardware, software, data, servers, laptops, smart phones, tablets, or other portable computer devices and accessories.

However, "we" do cover direct physical loss to property covered under Coverage C caused by any of the perils insured against described under the perils insured against that apply to Coverage C in this policy.

### LIABILITY COVERAGES

1. If this policy includes Personal Liability Coverage, the following exclusion is added under Exclusions That Apply To Coverages L And M:

Personal Liability Coverage does not apply to "bodily injury" or "property damage" which results directly or indirectly from or arises out of:

- a. loss or alteration of;
- b. interference with; or
- c. damage to or diminished functionality, availability, or operation of:

any computers or computer networks, hardware, software, data, servers, laptops, smart phones, tablets, or other portable computer devices and accessories.

2. If this policy includes Personal Liability Coverage and endorsement GL-81 or GL 0081 also applies, the following is added under item 2. of that endorsement:

This insurance does not apply to "personal injury" which results from or arises out of:

- a. loss or alteration of;
- b. interference with; or
- c. damage to or diminished functionality, availability, or operation of:

any computers or computer networks, hardware, software, data, servers, laptops, smart phones, tablets, or other portable computer devices and accessories.

3. If this policy includes Commercial Liability Coverage (Premises Only – Landlords), the following exclusion is added under Exclusions That Apply To Bodily Injury, Property Damage, And/Or Personal Injury:

"We" do not pay for "bodily injury", "property damage", or "personal injury" arising out of:

- a. loss or alteration of;
- b. interference with; or
- c. damage to or diminished functionality, availability, or operation of:

any computers or computer networks, hardware, software, data, servers, laptops, smart phones, tablets, or other portable computer devices and accessories.

## EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

**BASIC FORM DP 0001**

**SPECIAL FORM DP 0003**

**COMMERCIAL LIABILITY COVERAGE (PREMISES ONLY – LANDLORD)**

- A. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- B. The following exclusion is added:

### **Exclusion Of Terrorism**

"We" will not pay for injury or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material; or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

When this Nuclear, Biological Or Chemical Terrorism exclusion applies to an incident of "terrorism", there is no coverage under the Coverage Part to which this endorsement applies.

- C. The following provision is added:

In the event of any incident of "terrorism" that is not subject to the Nuclear, Biological Or Chemical Terrorism exclusion as set forth by this endorsement, coverage does not apply to injury or damage that is otherwise excluded under the Coverage Part to which this endorsement applies.

## **Notice Regarding Third-Party Inspection**

Please be advised that you may be contacted by an insurance inspector who will conduct an inspection of your home. Steadily works with third-party inspection companies to verify that your property meets our underwriting standards. Inspections are typically conducted on the exterior of your property only. Inspectors will introduce themselves when they arrive and will be wearing attire to identify themselves. Failure to allow the inspector access to all or a portion of your property may result in cancellation of your policy. If you have any questions about your inspection, please contact your insurance agent.

SAMPLE

## BASIC FORM

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

### TABLE OF CONTENTS

	Page
Agreement	1
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Property Coverages	
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Perils Insured Against	9
General Exclusions	10
What Must Be Done In Case Of Loss	14
How Much We Pay For Loss	15
Payment Of Loss	17
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Additional policy conditions also apply. These are set forth in a separate endorsement.

Other 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. 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 any "named insured". If a "named insured" is a person, "you" and "your" include the spouse of such "named insured" if such spouse is a resident of that "named insured's" household.
2. The words "we", "us", and "our" mean the company providing this insurance.
3. "Declarations" means all pages labeled declarations, supplemental declarations, or schedule that pertain to this policy.
4. "Described location" means the location shown on the "declarations" as the Described Location.
5. "Fungi" means:
  - a. any kind or form of fungus, including but not limited to mildew and mold; and
  - b. any chemical, matter, or compound produced or released by a fungus, including but not limited to toxins, spores, fragments, scents, and metabolites.
6. "Hovercraft" means a self-propelled motorized ground effect vehicle 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. "motorized vehicle"; or
  - b. watercraft.
7. "Limit" means amount of insurance.
8. "Motorized vehicle" means a self-propelled land or amphibious vehicle, regardless of method of surface contact, other than a:
  - a. "hovercraft"; or
  - b. watercraft.
9. "Named insured" means any person or entity shown on the "declarations" as the Named Insured.
10. "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.

### 11. "Terms" means all:

- a. provisions, limitations, exclusions, conditions, and definitions set forth in this policy; and
- b. "declarations" that are a part of this policy.

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## PROPERTY COVERAGES

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### PRINCIPAL COVERAGES

#### 1. Coverage A -- Dwelling

##### a. Covered Property

- 1) "We" cover the dwelling, used primarily for family residential purposes, on the "described location". This includes:
  - a) structures attached to such dwelling, other than structures that are connected by only a fence, utility line, or similar connection or any combination thereof;
  - b) built-in components and fixtures of such dwelling; and
  - c) building materials and supplies located on or adjacent to the "described location" for use in the construction, alteration, or repair of:
    - (1) such dwelling or its attached structures, built-in components, or fixtures; or
    - (2) private structures on the "described location" that are not attached to such dwelling.

- 2) If not otherwise covered by this policy, "we" also cover tools and equipment used to service the "described location" while such tools and equipment are on the "described location". This includes "motorized vehicles" used to service the "described location", but only if such "motorized vehicles":

- a) are on the "described location"; and
- b) are not required by law or governmental regulation to be registered for use on public roads or property.

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

- 1) land, including the land on which covered property is located;
- 2) underground water or surface water;
- 3) except as provided under the incidental coverages, trees, plants, shrubs, or lawns; or
- 4) grave markers or mausoleums

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

2. **Coverage B -- Private Structures**

- a. **Covered Property** -- "We" cover private structures on the "described location" that are not attached to a dwelling. This includes additions attached to such private structures and built-in components and fixtures of such private structures. Structures that are connected to a dwelling by only a fence, a utility line, or a similar connection are not considered attached.

"We" also cover:

- 1) fences;
- 2) driveways;
- 3) sidewalks; and
- 4) other permanently installed outdoor fixtures;

on the "described location".

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

- 1) land, including the land on which covered property is located;
- 2) underground water or surface water;
- 3) except as provided under the incidental coverages, trees, plants, shrubs, or lawns;
- 4) grave markers or mausoleums; or
- 5) any structure:

- a) rented or held for rental to any person who is not a tenant of a dwelling that is on the "described location" and covered under Coverage A, other than a structure used solely for private garage purposes;
- b) used, in whole or in part, for the direction or operation of a commercial, manufacturing, or farming endeavor; or
- c) used, in whole or in part, for the storage of commercial, manufacturing, or farming property.

However, this item 2.b.5)c) does not apply to a structure used by "you", or a tenant of a dwelling that is on the "described location" and covered under Coverage A, to store commercial, manufacturing, or farming property owned solely by "you" or such tenant, but only if such property does not consist of or contain gaseous or liquid fuel, other than fuel contained in:

- (1) a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or
- (2) 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 B is the most "we" pay per occurrence for all property covered under Coverage B.

### 3. Coverage C -- Personal Property

#### a. Covered Property

1) "We" cover personal property that is:

- a) usual to the occupancy of the dwelling on the "described location" as a place of residence; and
- b) owned or used by:
  - (1) "you"; or
  - (2) if "you" are a person, "your" family members who reside with "you";

while such property is on the "described location" and, as limited in 3.a.2) below, while such property is off the "described location".

At "your" request, "we" cover personal property that is owned by a guest or domestic employee while such property is in that part of the "described location" that "you" occupy.

2) **Limitation On Property Off The Described Location** -- Coverage for personal property that is off the "described location" is limited to 10% of the "limit" that applies to Coverage C.

However, this item 3.a.2) does not apply to:

- a) personal property that is temporarily removed from the "described location" because the "described location" is undergoing repair due to loss caused by a peril insured against and is unfit for use as a place of residence or a place in which to store property; or
- b) personal property at "your" newly acquired principal residence for 30 days from the date that "you" first move property there.

During this 30-day period, the "limit" that applies to Coverage C will be apportioned between "your" newly acquired principal residence and the "described location" based on the proportion of the value of personal property at each location.

After 30 days from the date on which "you" first moved property from the "described location" to the newly acquired principal residence, coverage for personal property at the newly acquired principal residence is limited to 10% of the "limit" that applies to Coverage C.

The exceptions stated in 3.a.2)a) and 3.a.2)b) above do not extend coverage past the date on which this policy terminates.

#### b. Property Not Covered -- "We" do not cover:

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

However, this item 3.b.1) does not include aircraft:

- a) that are designed and used for hobby or model purposes; and
- b) that are not designed or used to carry one or more operators, any other person, or cargo;

- 2) animals, birds, fish, or insects;
- 3) data, regardless of the medium on which it exists.

However, "we" do cover the cost of:

- a) blank recording or storage media; and
- b) prepackaged computer programs that can be obtained in the retail marketplace;

- 4) electronic equipment that reproduces, receives, or transmits audio, visual, or data signals, or antennas, wires, accessories, or media designed for use with such equipment, while the equipment, antennas, wires, accessories, or media are in or on a "motorized vehicle" or watercraft;
- 5) grave markers or mausoleums;
- 6) "hovercraft". This includes parts or equipment of "hovercraft", whether or not attached.

However, this item 3.b.6) does not include "hovercraft":

- a) that are designed and used for hobby or model purposes; and
  - b) that are not designed or used to carry one or more operators, any other person, or cargo;
- 7) land, including the land on which covered property is located, underground water, or surface water;
  - 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;
  - 9) "motorized vehicles" or, while in or on a "motorized vehicle", their parts, equipment, or accessories.

However, this item 3.b.9) does not apply to a "motorized vehicle" that is not required by law or governmental regulation to be registered for use on public roads or property and:

- a) that is designed to assist the handicapped; or
- b) that is:
  - (1) owned by "you" or, if "you" are a person, a member of "your" family who resides with "you"; and
  - (2) used only to service a residence;

- 10) property separately described and specifically insured by this policy or

any other insurance, regardless of the "limit" that applies to such property under such insurance;

- 11) trees, plants, shrubs, or lawns, except as provided under the Incidental Coverage for Debris Removal or the Incidental Coverage for Trees, Plants, Shrubs, Or Lawns;
- 12) property designed or used for commercial, manufacturing, or farming purposes;
- 13) accounts, bank notes, bills, bullion, cards or other devices on which a cash value is stored electronically, coins, deeds, evidence of debt, gold other than goldware and gold-plated ware, letters of credit, manuscripts, medals, money, notes other than bank notes, numismatic property, passports, personal records, philatelic property, platinum other than platinumware and platinum-plated ware, scrip, securities, silver other than silverware and silver-plated ware, smart cards, stamps, or tickets;
- 14) trailers or semitrailers; or
- 15) watercraft of any type, including their furnishings, equipment, engines, and motors.

However, this item 3.b.15) does not apply to canoes and rowboats that are on the "described location".

- c. Subject to the limitation described in 3.a.2) above, the "limit" that applies to Coverage C is the most "we" pay per occurrence for all property covered under Coverage C.

#### 4. Coverage D -- Additional Living Costs And Fair Rental Value

- 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 its normal use by an insured loss.

"We" pay:

- 1) only for the period of time reasonably required to repair or replace the damage to that part of the "described location" occupied by "your" household; or
- 2) 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 its normal use by an insured loss.

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 damage to that 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 "you" additional living costs and fair rental value, as described in items 4.a. and 4.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 termination 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 items 4.a., 4.b., and 4.c. above.

## INCIDENTAL COVERAGES

This policy provides the following incidental coverages. Except as otherwise stated, they are subject to all of the "terms" of the applicable Coverage A, Coverage B, or Coverage C. These coverages provide additional insurance unless otherwise stated.

### 1. Debris Removal

- a. "We" pay for the reasonable expense incurred by "you" 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 expense incurred by "you" 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 incidental 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 any "pollutant".

- b. Subject to the limitations set forth in 1.c. below, "we" also pay for the reasonable expense incurred by "you" to remove from the "described location":
  - 1) "your" fallen tree or trees, but only if the falling of the tree or trees is caused by:
    - a) windstorm; or
    - b) hail; or
  - 2) a neighbor's fallen tree or trees, but only if the falling of the tree or trees is caused by any of the perils insured

against described under the perils insured against that apply to this policy.

Regardless of the number of fallen trees, the most "we" pay is \$500 per occurrence.

- c. The coverage described in 1.b. above applies only to a fallen tree that:
- 1) causes damage to a covered structure;
  - 2) prevents a "motorized vehicle" that is registered for use on public roads or property from using a driveway on the "described location"; or
  - 3) obstructs a ramp or other fixture that is designed to make the dwelling on the "described location" accessible to a handicapped person.

## 2. Emergency Removal

- a. "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 terminates.
- b. "We" pay for the reasonable towing cost incurred by "you" to move a covered mobile or manufactured home that is in danger from a peril insured against. The most "we" pay for the total cost to remove the mobile or manufactured home and to return it to the "described location" is \$500 per occurrence unless a higher "limit" for Emergency Removal Towing Cost is shown on the "declarations".
- c. This incidental coverage does not increase the "limit" that applies to the covered property.
- d. The exclusions set forth under General Exclusions, other than Illegal, Dishonest, Or Intentional Acts, do not apply to covered property while removed as described in 2.a. and 2.b. above.

## 3. 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 under this incidental coverage is \$500 per occurrence unless a higher "limit" for Fire Department Service Charge is shown on the "declarations".

## 4. Reasonable Emergency Measures

- 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 to covered property.

In this incidental coverage, a necessary measure may include a permanent repair, but only if such repair is performed solely to:

- 1) protect covered property from further damage by a peril insured against; or
  - 2) prevent unwanted entry into a building on the "described location".
- b. If the measures described in 4.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.
- c. To the extent reasonably possible, damaged property must be retained and preserved for "our" inspection, testing, and analysis.
- d. This incidental coverage does not:
- 1) increase the "limit" that applies to the property covered; or
  - 2) relieve "you" of the duties described under What Must Be Done In Case Of Loss.

## 5. Tenant's Improvements

- a. If "you" are a tenant of, and do not own, the "described location", "we" pay for direct physical loss to permanent:

- 1) improvements;
- 2) fixtures;
- 3) alterations;
- 4) decorations; or
- 5) additions;

to the "described location", made or acquired at "your" expense, if such loss is caused by a peril insured against.

- b. "We" do not cover:

- 1) land, including the land on which covered property is located;
- 2) underground water or surface water;
- 3) except as provided under the incidental coverages, trees, plants, shrubs, or lawns;
- 4) grave markers or mausoleums; or
- 5) any structure:
  - a) rented or held for rental to others, but this does not include a structure used solely for private garage purposes;
  - b) used, in whole or in part, for the direction or operation of a commercial, manufacturing, or farming endeavor; or
  - c) used, in whole or in part, for the storage of commercial, manufacturing, or farming property.

However, this item 5.b.5)c) does not apply to a structure used by "you" to store commercial, manufacturing, or farming property owned solely by "you", but only if such property does not consist of or contain gaseous or liquid fuel, other than fuel contained in:

- (1) a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

- (2) a portable container that is designed to hold fuel and has a capacity of no more than five U.S. gallons.

- c. The most "we" pay per occurrence under this incidental coverage is 10% of the "limit" that applies to Coverage C unless a higher "limit" for Tenant's Improvements is shown on the "declarations".

## 6. Trees, Plants, Shrubs, Or Lawns

- a. "We" pay for direct physical loss to trees, plants, shrubs, or lawns on the "described location" caused by:

- 1) a vehicle that is not owned or operated by "you" or an occupant of the "described location"; or
- 2) any of the following perils, each as described under Perils Insured Against:
  - a) Aircraft;
  - b) Explosion;
  - c) Fire Or Lightning;
  - d) Riot Or Civil Commotion; or
  - e) Vandalism Or Malicious Mischief, but only if coverage for loss caused by such peril is provided by this policy.

However, "we" do not cover trees, plants, shrubs, or lawns grown for commercial, manufacturing, or farming purposes.

- b. If:

- 1) "you" are a tenant of, and do not own, the "described location", "you" may apply up to 10% of the "limit" that applies to Coverage C; or
- 2) "you" own the "described location", "you" may apply up to 5% of the "limit" that applies to Coverage A;

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.

## PERILS INSURED AGAINST

"We" insure against direct physical loss to property covered under Coverage A, Coverage B, or Coverage C caused by the perils described in items a. and b. below, unless the loss is excluded under General Exclusions:

### a. Fire Or Lightning

### b. Explosion

However:

- 1) for purposes of this peril, explosion does not mean:
  - a) the breakage of any water pipe;
  - b) the breakage or operation of any pressure relief device; or
  - c) electric arcing; and
- 2) this item b. does not include loss caused by the explosion of any steam boiler or steam pipe, if such boiler or pipe is owned or leased by "you" or is operated under "your" control.

**Optional Perils -- Extended Coverage** -- If a premium for Extended Coverage is shown on the "declarations", "we" also insure against direct physical loss to property covered under Coverage A, Coverage B, or Coverage C caused by the perils described in items c. through h. below, unless the loss is excluded under General Exclusions.

### c. Windstorm Or Hail

However, "we" do not pay for loss:

- 1) to the interior of a building, or to property inside a building, caused by:
  - a) dust;
  - b) rain;
  - c) sand;
  - d) sleet; or
  - e) 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;

- 2) to any canoe or rowboat unless inside a fully enclosed building; or
- 3) to any outdoor antenna, including any lead-in wiring, masts, and towers.

### d. Riot Or Civil Commotion

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

### f. Vehicles

However, "we" do not pay for loss:

- 1) to any:
  - a) fence;
  - b) driveway; or
  - c) walk;caused by a vehicle owned or operated by "you" or an occupant of the "described location"; or
- 2) to a mobile or manufactured home caused by:
  - a) contact with a transporting vehicle, or parts or equipment attached to a transporting vehicle, during towing by, hitching to, or unhitching from such transporting vehicle;
  - b) collision with another object while the mobile or manufactured home is in transit; or
  - c) the upset of the mobile or manufactured home while it is in transit.

- 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.



**Optional Peril -- Vandalism Or Malicious Mischief** -- If a premium for Vandalism Or Malicious Mischief is shown on the "declarations", "we" also insure against direct physical loss to property covered under Coverage A, Coverage B, or Coverage C caused by the peril described in item i. below, unless the loss is excluded under General Exclusions.

i. **Vandalism Or Malicious Mischief**

However, "we" do not pay for loss:

- 1) by burglary, larceny, pilferage, or theft, other than damage to a covered building caused by a burglar;
- 2) to glass or safety glazing material that is part of a building, other than glass building block; or
- 3) to property on the "described location":
  - a) caused by vandalism or malicious mischief; or
  - b) that ensues from a wrongful act committed intentionally in the course of vandalism or malicious mischief;

if, immediately prior to the loss, the dwelling has been vacant for more than 60 consecutive days. A dwelling being built is not vacant.

**GENERAL EXCLUSIONS**

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

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

a. **Bacteria, Fungi, Wet Rot, Or Dry Rot** -- "We" do not pay for loss, cost, or expense:

- 1) caused by;
- 2) consisting of; or

- 3) 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.

b. **Business Interruption** -- "We" do not pay for loss caused by interruption of business, except as provided under Coverage D.

c. **By-Products Of A Growing, Processing, Or Production Operation Involving A Controlled Substance**

- 1) "We" do not pay for loss to property caused by or resulting from:

- a) smoke, vapor, gas, or any other substance discharged, dispersed, disposed of, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled during; or
- b) the presence or condensation of humidity, moisture, or vapor related to;

any growing, processing, or production operation involving a controlled substance, as defined under federal law, conducted on the "described location". Controlled substances include, but are not limited to, cocaine, LSD, marijuana, methamphetamine, and all narcotic or hallucinogenic drugs.

This applies whether or not such operation is permitted by any law.

2) Loss caused by or resulting from:

- a) smoke, vapor, gas, or any other substance discharged, dispersed, disposed of, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled during; or
- b) the presence or condensation of humidity, moisture, or vapor related to;

any operation described in c.1) above is not considered loss caused by smoke or vandalism or malicious mischief, even if this policy provides coverage for loss caused by either such peril.

- 3) This item c. does not apply to direct loss to covered property caused by fire or explosion resulting from:

- a) smoke, vapor, gas, or any other substance discharged, dispersed, disposed of, emitted, escaped, leached, leaked, migrated, released, seeped, or spilled during; or
- b) the presence or condensation of humidity, moisture, or vapor related to;

any operation described in c.1) above.

d. **Civil Authority** -- "We" do not pay for loss caused by the confiscation, destruction, or seizure of property covered under Coverage A, Coverage B, 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.

e. **Illegal, Dishonest, Or Intentional Acts**

- 1) "We" do not pay for loss that results from any illegal or dishonest act committed by or directed by:

- a) "you";
- b) another with an interest in the property;
- c) any partner, member, officer, manager, director, trustee, joint venturer, or authorized representative of "yours"; or
- d) any partner, member, officer, manager, director, trustee, joint venturer, or authorized representative of another with an interest in the property;

whether alone or in collusion with each other or with any other party.

- 2) "We" do not pay for loss that results from any act committed by or directed by:

- a) "you";
- b) another with an interest in the property;
- c) any partner, member, officer, manager, director, trustee, joint venturer, or authorized representative of "yours"; or
- d) any partner, member, officer, manager, director, trustee, joint venturer, or authorized representative of another with an interest in the property;

with the intent to cause a loss, whether alone or in collusion with each other or with any other party.

- 3) In the event of loss described in e.1) or e.2) above, "we" will not pay "you" or any other with an interest in the property, even those who were not involved in the commission or direction of the act that caused the loss.

f. **Earth Movement**

- 1) "We" do not pay for loss caused by earth movement whether the earth movement results from a natural cause, a man-made cause, or a combination of natural and man-made causes.

Man-made causes include, but are not limited to:

- a) construction or excavation activities;
- b) blasting;
- c) extracting gas, heat, minerals, oil, steam, water, or any other natural resource, substance, or material from below the earth's surface by any process, including but not limited to:

- (1) hydraulic fracturing;
- (2) mining;
- (3) drilling; or
- (4) geothermal energy extraction;

- d) injecting any natural resource, substance, or material, including but not limited to water and wastewater,

- below the earth's surface for any purpose;
- e) storing any natural resource, substance, or material, including but not limited to carbon dioxide, below the earth's surface; or
- f) any combination of f.1)a) through f.1)e) above.
- 2) In this item f., earth movement means any movement of earth, including:
- a) earthquake, earth tremor, or earth temblor, including any aftershocks, whether manifested in shaking, ground displacement, or otherwise;
- b) soil liquefaction, whether or not caused by:
- (1) earthquake;
- (2) earth tremor; or
- (3) earth temblor;
- c) land shock waves or tremors before, during, or after a volcanic eruption, explosion, or effusion;
- d) landslide, mudflow, or mudslide, including the movement of matter present in or carried or otherwise moved by:
- (1) landslide;
- (2) mudflow; or
- (3) mudslide
- e) weakening, subsidence, settlement, or collapse of earth due to any cause, including but not limited to the presence or formation of a sinkhole; or
- f) any other earth movement, including but not limited to:
- (1) earth sinking, rising, or shifting;
- (2) movement caused by the:
- (a) expansion;
- (b) contraction;
- (c) compaction, whether improper or otherwise;
- (d) freezing;
- (e) thawing; or
- (f) shrinking;
- of earth; or
- (3) movement caused by:
- (a) erosion; or
- (b) water below the earth's surface.
- Earth includes, but is not limited to, ground, soil, sediments, substrates, and strata.
- 3) With respect to earth movement that results from a man-made cause or a combination of natural and man-made causes, this item f. applies:
- a) whether or not the earth movement results from an error or omission of any person, group, organization, or governmental body or authority;
- b) whether or not the cause of the earth movement originates on or under covered property; and
- c) whether or not the earth movement results from activities being performed at "your" request or for "your" benefit.
- 4) This item f. does not apply to direct loss to covered property caused by fire or explosion resulting from earth movement.
- g. **Neglect** -- "We" do not pay for loss caused by "your" neglect to use all reasonable means to save and preserve covered property at and after the time of a loss.
- h. **Nuclear Hazard**
- 1) "We" do not pay for loss caused by nuclear reaction or radiation, or radioactive contamination, all:
- a) whether controlled or uncontrolled; and
- b) however caused;
- or any consequence of such reaction, radiation, or contamination.

- 2) Loss caused by nuclear reaction or 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 or radiation, or radioactive contamination, is covered.

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

- 1) any loss or increased cost that results from the enforcement of a code, an ordinance, or a law that regulates or requires the construction, demolition, remodeling, renovation, or repair of property or the removal of its debris;
- 2) any loss in value of property that results from the enforcement of a code, an ordinance, or a law; or
- 3) any loss, cost, or expense that results from the enforcement of a code, an ordinance, or a law requiring that "you" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of any "pollutant".

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

j. **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.

k. **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 item k. and involves nuclear reaction or 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.

l. **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 l.1)a) through l.1)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 that 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 I.1) through I.3) above.
- 5) The exclusions set forth in I.1) through I.4) above:
  - a) apply regardless of the cause of the excluded event, whether such cause is a natural cause, a man-made cause, or a combination of natural and man-made causes; 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 I.1) through I.4) above.

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## WHAT MUST BE DONE IN CASE OF LOSS

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The following duties apply when there is loss to covered property. These duties must be performed by "you" or "your" representative.

"We" are not obligated to provide the coverages described in this policy if these duties are not performed and such failure to perform is prejudicial to "us".

1. **Notice** -- Prompt notice must be given to "us" or "our" agent.

Notice must be given to the police when the loss involves a crime.

2. **Protect 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:

- a. make reasonable and necessary repairs to protect the property; and
- b. keep an accurate record of the costs of such repairs.

3. **Cooperation** -- "You" and any person representing "you" must cooperate with "us" in investigating and settling the claim.

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

- a. quantity;
- b. description;
- c. actual cash value; and
- d. amount of loss.

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

5. **Preserve And Show Damaged Property** -- To the degree reasonably possible, damaged property must be preserved and retained on the "described location" for "our" inspection, testing, and analysis.

As often as "we" reasonably request, "we" must be:

- a. shown the damaged property; and
- b. allowed to take samples of damaged property for inspection, testing, and analysis.

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

- a. 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
- b. permitted to make copies of such records and documents.

#### 7. Examination Under Oath

- a. As often as "we" reasonably request, "you" and all other insureds must:

- 1) submit to examination under oath in matters that relate to the loss or claim and allow such examination to be recorded; and
- 2) sign the 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 any other insured.

- b. As often as "we" reasonably request, all:

- 1) representatives of "yours"; and
- 2) representatives of any other insured;

must submit to examination under oath in matters that relate to the loss or claim, allow such examination to be recorded, and sign the 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 "you", any other insured, or any other person to be examined.

All examinations under oath described in 7.a and 7.b above must take place in the county in which the "described location" is located unless "we" agree otherwise.

8. **Proof Of Loss** -- "We" must be given a signed, sworn proof of loss, within 60 days after "our" request, that, to the best of "your" knowledge and belief:

- a. states:

- 1) the date, time, place, cause, and details of the loss; and
- 2) "your" interest and the interests of all others, including all mortgages and liens, in the property involved in the loss;

- b. identifies:

- 1) other insurance, or any service agreement, that may cover the loss. For the purpose of this item 8.b.1), a service agreement means 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; and
- 2) any changes in title or use of the property since the policy was first issued; and

- c. provides:

- 1) available plans and specifications of damaged buildings;
- 2) detailed estimates for repair;
- 3) the inventory of damaged personal property described in 4. above; and
- 4) receipts for additional living costs incurred and records supporting the fair rental value loss.

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### HOW MUCH WE PAY FOR LOSS

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1. **Our Limit** -- "We" pay no more than:

- a. the "limit" that applies; or
- b. the amount determined under Loss Settlement Terms;

whichever is less, regardless of the number of persons or organizations with an interest in the property.

However, no person or organization will be paid an amount that exceeds that person's or organization's interest in the property at the time of loss.

**2. Deductible**

- a. A deductible applies to all principal coverages and all incidental coverages other than:

- 1) Fire Department Service Charge; and
- 2) the coverage for towing cost provided under the Incidental Coverage for Emergency Removal.

The deductible applies to all perils insured against unless otherwise stated.

The deductible that applies is shown on the "declarations".

- b. Subject to the "limits" that apply, "we" pay that part of the total of all loss payable that is greater than the deductible. If more than one deductible applies to a loss, only the highest deductible amount will apply.

The deductible applies:

- 1) per occurrence; and
- 2) separately at each covered location.

**3. Loss To A Pair Or Set**

- a. If there is a loss to a pair or set, "we" may:

- 1) replace or repair any part of the pair or set to restore the pair or set to its value just before the loss; or
- 2) 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.

- b. However, with respect to loss to a mobile or manufactured home, if there is a loss to part of a pair, set, or series of pieces or panels, "we" pay only for the reasonable cost to:

- 1) repair or replace the damaged part to match the remaining pieces or panels as nearly as possible; or

- 2) provide a suitable cosmetic effect or function, as warranted.

These "terms" do not serve as a guarantee that replacement pieces or panels will be available.

"We" do not pay for the value, repair, or replacement of undamaged pieces or panels.

**4. Loss To Parts**

- a. 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.

- b. However, with respect to loss to a mobile or manufactured home, if there is a loss to part of a pair, set, or series of pieces or panels, "we" pay only for the reasonable cost to:

- 1) repair or replace the damaged part to match the remaining pieces or panels as nearly as possible; or
- 2) provide a suitable cosmetic effect or function, as warranted.

These "terms" do not serve as a guarantee that replacement pieces or panels will be available.

"We" do not pay for the value, repair, or replacement of undamaged pieces or panels.

**5. Loss Settlement Terms**

- a. "We" settle losses according to the Actual Cash Value Terms.

- b. In the Actual Cash Value Terms, cost to repair or replace does not include any increased cost that results from the enforcement of a code, an ordinance, or a law.

However, if there is a covered loss to glass that is part of a building, storm door, or storm window, "we" will pay to replace the damaged glass with safety glazing material when required by a code, an ordinance, or a law.

c. **Actual Cash Value Terms**

The smallest 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;
- 2) the actual cash value of the lost or damaged part of the property just before the loss; or
- 3) (applies only to mobile and manufactured homes) the difference in the actual cash value just before the loss and the actual cash value just after the loss.

6. **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.

7. **Insurance Under More Than One Policy And Service Agreement**

- a. If there is other insurance that applies to a loss, cost, or expense covered by this policy, 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.
- b. If a loss, cost, or expense covered by this policy is also covered by insurance in the name of an association or a corporation of property owners, this insurance is:
  - 1) excess over the amount due under such other insurance, whether or not the association or corporation of property owners has collected under the other insurance; and
  - 2) primary with respect to any amount not due under such other insurance because of the application of a deductible.

- c. If loss, cost, or expense covered by this policy is also covered by a service agreement, this insurance is excess over any amount recoverable under such agreement.

For the purpose of this item 7.c., a service agreement means 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 it has the characteristics or qualities of insurance or is described as insurance.

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## PAYMENT OF LOSS

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1. **You: Property** -- "We" adjust each loss with "you". "We" pay a covered loss within 60 days after an acceptable proof of loss is received and:

- a. "we" reach an agreement with "you";
- b. there is an entry of a final judgment; or
- c. 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.

2. **Additional Living Costs And Fair Rental Value** -- 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.

3. **Property Of Others** -- At "our" option, a covered loss to personal property of another 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 "you".



4. **Our Options** -- "We" may:

- a. pay the loss in money; or
- b. 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".

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**CONDITIONS**

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

2. **Appraisal** -- If "you" and "we" do not agree on the value of the property or the amount of the loss, either party may make a written demand for an appraisal of the loss.

If either party makes a written demand for an appraisal, each party will select a competent, impartial appraiser within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask that the umpire be selected by a judge of a court of competent jurisdiction in the state in which the "described location" is located.

The appraisers then determine and state separately the value of the property and amount of the loss. If the appraisers fail to agree, they will submit only their differences to the umpire. An itemized, written agreement signed by any two of these three will determine 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. **Conformity With Law** -- If the "terms" of this policy conflict with an applicable law, the "terms" are amended to conform to that law.

4. **Death** -- The "terms" of this condition apply only when a "named insured" is a person.

If "you" die, "we" provide the property coverages described herein for:

a. "your" legal representative, but only:

- 1) with respect to the deceased person's property covered by this policy at the time of death; and
- 2) to the extent that coverage is provided by this policy; and

b. 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.

5. **Loss Payable Clause** -- With respect to those items of personal property for which a loss payee is shown on the "declarations", that loss payee is considered to be an insured, 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".

6. **Misrepresentation, Concealment, Or Fraud** -- "We" do not provide coverage to "you" or any other insured if, before or after a loss, "you" have, or any other insured has:

- a. willfully concealed or misrepresented a material fact or circumstance that relates to this insurance or the subject thereof; or
- b. committed fraud or sworn falsely with regard to a matter that relates to this insurance or the subject thereof.

This item 6. applies even with respect to an insured who was not involved in the concealment, misrepresentation, fraudulent conduct, or false swearing.

## 7. Mortgage Clause

- a. If a mortgagee is named on the "declarations", a loss payable under Coverage A or Coverage B will be paid to the mortgagee and "you", as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages. The word mortgagee includes trustee and secured party.
- 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 any 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. A secured party's interest is not covered for "your" conversion, embezzlement, or secretion of encumbered property in "your" possession, unless specifically insured against and a premium is paid for such coverage.
- d. 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.
- e. 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.

8. **No Benefit To Bailee** -- Coverage under this policy will not directly or indirectly benefit those who are paid to assume custody of covered property.
9. **Policy Period** -- The property coverages described herein apply only to losses that occur during the policy period.
10. **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.

11. **Subrogation** -- If "we" pay for a loss, "we" may require an assignment of the right of recovery up to the amount "we" pay.

In the event that "we" require such an assignment, the person or organization to whom payment was made must:

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

"You" may waive "your" right to recover, in writing and before a loss occurs, without affecting coverage.

12. **Suit Against Us** -- No suit may be brought against "us" unless:

- a. all of the "terms" of the property coverages provided by this policy have been fully complied with; and
- b. the suit is brought within two years after the date on which direct physical loss or damage occurred.

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

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DP 0001 05 19

## LIMITED THEFT COVERAGE

(Entries required to complete the Schedule will be shown below or on the "declarations".)

### Schedule

Limited Theft Coverage Limit	\$	Deductible	\$
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This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

### DEFINITIONS

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

1. "Business" means:

- a. farming, whether full-time, part-time, or occasional;
- b. a trade, a profession, or an occupation, all whether full-time, part-time, or occasional. This includes:
  - 1) "home-sharing host activities"; and
  - 2) any rental of property to others other than "home-sharing host activities"; or
- c. any other activity undertaken for money or other compensation, but this does not include:
  - 1) providing care services to "your" relative;
  - 2) providing services for the care of a person who is not "your" relative and for which the only compensation is the mutual exchange of like services;
  - 3) a volunteer activity for which "your" only compensation is the reimbursement of expenses incurred to carry out the activity; or
  - 4) an activity not described in 1.c.1) through 1.c.3) above for which "your" total compensation for the 12-month period immediately prior to the first day of this policy period was not more than \$2,500.

2. "Domestic employee" means a person employed by "you", or a person leased to "you" 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 "you" but only if such duties are not in connection with "your" "business".

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

- a. as a temporary substitute for a permanent "domestic employee" who is on leave; or
- b. to meet seasonal or short-term workloads.

3. "Home-sharing guest" means a person who:

- a. has entered into an agreement with, or arranged compensation with, "you" for "home-sharing host activities" by means of a "home-sharing platform"; or
- b. accompanies or lodges with a person described in 3.a. above in connection with such "home-sharing host activities".

4. "Home-sharing host activities" means:

- a. the rental or holding for rental, or the mutual exchange of services, of all or a portion of the "described location" by "you" to a "home-sharing guest" by means of a "home-sharing platform"; and
- b. any other property or service:
  - 1) related to; and
  - 2) made available by "you" for use during;

a rental or mutual exchange of services described in 4.a. above.

However, this item 4.b. does not include any property or service provided by a party other than "you".

5. "Home-sharing platform" means any digital network, online-enabled application, or web site:

- a. that is used to bring about the rental of all or a part of a dwelling or other structure for compensation of any kind, including money or the mutual exchange of services; and
- b. through which the agreement and compensation with respect to such rental can be transacted.

6. For purposes of the coverage provided by this endorsement, the words:

- a. boarder;
- b. guest;
- c. roomer; and
- d. tenant;

do not include a "home-sharing guest".

- d) an occupied dwelling that is not:

- (1) owned by "you";
- (2) rented to "you"; or
- (3) occupied by "you";

is considered on the "described location".

- 2) **Limitations On Certain Property** -- The special "limits" shown in 3.a.2)a) and 3.a.2)b) below do not increase the "limit" that applies to Limited Theft Coverage.

The "limit" that applies to each class is the total "limit" per occurrence for all items in that class.

- a) \$1,500 on watercraft of all types, including their furnishings, equipment, engines, motors, trailers, and semitrailers.
- b) \$1,500 on trailers and semitrailers, other than trailers and semitrailers designed for or used with watercraft.

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## PROPERTY COVERAGES

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1. With respect to the coverage provided by this endorsement, under Principal Coverages, item 3., Coverage C -- Personal Property, is deleted and replaced by the following:

3. **Coverage C -- Personal Property**

a. **Covered Property**

- 1) "We" cover personal property that is owned or used by "you" or a "domestic employee" while such property is on the "described location". Property placed for safekeeping in:

- a) a bank;
- b) a trust or safe deposit company;
- c) a public warehouse; or

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

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

However, this item 3.b.1) does not include aircraft:

- a) that are designed and used for hobby or model purposes; and
  - b) that are not designed or used to carry one or more operators, any other person, or cargo;
- 2) animals, birds, fish, or insects;
  - 3) data, regardless of the medium on which it exists.

However, "we" do cover the cost of:

- a) blank recording or storage media; and
  - b) prepackaged computer programs that can be obtained in the retail marketplace;
- 4) electronic equipment that reproduces, receives, or transmits audio, visual, or data signals, or antennas, wires, accessories, or media designed for use with such equipment, while the equipment, antennas, wires, accessories, or media are in or on a "motorized vehicle" or watercraft;
- 5) grave markers or mausoleums;
- 6) "hovercraft". This includes parts or equipment of "hovercraft", whether or not attached.

However, this item 3.b.6) does not include "hovercraft":

- a) that are designed and used for hobby or model purposes; and
  - b) that are not designed or used to carry one or more operators, any other person, or cargo;
- 7) land, including the land on which covered property is located, underground water, or surface water;
- 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;
- 9) "motorized vehicles" or, while in or on a "motorized vehicle", their parts, equipment, or accessories.

However, this item 3.b.9) does not apply to a "motorized vehicle" that is not required by law or governmental regulation to be registered for use on public roads or property and that is:

- a) designed to assist the handicapped; or
- b) owned by "you" and used only to service the "described location";

- 10) property separately described and specifically insured by this policy or any other insurance, regardless of the "limit" that applies to such property under such insurance;
- 11) trees, plants, shrubs, or lawns, except as provided under the Incidental Coverage for Trees, Plants, Shrubs, Or Lawns;
- 12) property used at any time or in any manner for "business" purposes.

However, this item 3.b.12) does not apply to property that is:

- a) usual to the occupancy of the "described location" as a place of residence;
  - b) rented or held for rental to others; and
  - c) used primarily for other than "home-sharing host activities";
- 13) accounts, bank notes, bills, bullion, cards or other devices on which a cash value is stored electronically, coins, deeds, evidence of debt, gold, goldware, gold-plated ware, letters of credit, manuscripts, medals, money, notes other than bank notes, numismatic property, passports, personal records, pewterware, philatelic property, platinum, platinumware, platinum-plated ware, scrip, securities, silver, silverware, silver-plated ware, smart cards, stamps, or tickets;
- 14) jewelry, watches, precious or semiprecious stones, gems, or furs; or
- 15) guns or items related to guns.

- c. Subject to the limitations set forth in 3.a.2) above, the Limited Theft Coverage Limit shown in the Schedule above is the most "we" pay per occurrence for all property covered under Coverage C.

2. With respect to the coverage provided by this endorsement, under Property Coverages, Incidental Coverages, Trees, Plants, Shrubs, Or Lawns, item a. is deleted and replaced by the following:

- a. "We" pay for direct physical loss to trees, plants, shrubs, or lawns on the "described location" caused by:

- 1) a vehicle that is not owned or operated by "you" or an occupant of the "described location"; or
- 2) any of the following perils that apply to property covered under Coverage C:
  - a) Aircraft;
  - b) Damage By Burglars;
  - c) Explosion;
  - d) Fire Or Lightning;
  - e) Riot Or Civil Commotion;
  - f) Theft; or
  - g) Vandalism Or Malicious Mischief.

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

3. The following is added under Perils Insured Against:

**Theft**

- a. Subject to item b. below, "we" insure against direct physical loss to property covered under Coverage C caused by:

- 1) theft or attempted theft; or
- 2) vandalism or malicious mischief as a result of theft or attempted theft, but this does not include loss:
  - a) to property on the "described location"; or
  - b) that ensues from a wrongful act committed intentionally in the course of vandalism or malicious mischief;

if, immediately prior to the loss, the dwelling has been vacant for more than 60 consecutive days. A dwelling being built is not vacant.

- b. However, "we" do not pay for loss:

- 1) caused by "you";
- 2) caused by theft in or to a structure being built, or theft of materials or

supplies for use in construction of the structure, until the structure is finished and occupied;

- 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;

- 5) caused by:

- a) a tenant, roomer; or boarder;
- b) a member of a tenant's household; or
- c) an employee of:

- (1) a tenant, roomer; or boarder; or

- (2) a member of a tenant's household;

- 6) that arises out of or results from "home-sharing host activities"; or
- 7) that is excluded under General Exclusions.

4. With respect to the coverage provided by this endorsement, under Property Coverages, General Exclusions, the following is added to Earth Movement:

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

5. With respect to the coverage provided by this endorsement, under Property Coverages, General Exclusions, the following is added to Water:

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

---

## HOW MUCH WE PAY FOR LOSS

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With respect to the coverage provided by this endorsement, item 2., Deductible, is deleted and replaced by the following:

2. A deductible applies to Limited Theft Coverage. The deductible that applies is \$500 unless a higher deductible is shown in the Schedule above.

Subject to the "limits" that apply, "we" pay that part of the total of all loss payable that is greater than the deductible. If more than one deductible applies to a loss, only the highest deductible amount will apply.

The deductible applies:

- a. per occurrence; and
- b. separately at each covered location.

---

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## LOSS ASSESSMENT COVERAGE

(Entries required to complete the Schedule will be shown below or on the "declarations".)

### Schedule

Location of Premises	Limit
1.	\$
2.	\$
3.	\$

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

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

even if this policy provides coverage for such perils.

### PROPERTY COVERAGES

The following is added under Incidental Coverages:

#### Loss Assessment

- a. "We" pay for "your" share of an assessment levied against "you" as owner or tenant of a premises shown in the Schedule above by a homeowners, condominium, or similar residential association. Coverage applies only if the assessment:

- 1) is levied during the policy period; and
- 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 that applies to this policy, but this does not include:

- 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 per occurrence at a premises shown in the Schedule is the "limit" shown for that premises. The "limit" that applies to a premises is the most "we" pay for any one loss at that premises, regardless of the number of assessments.

- d. The Policy Period condition under Conditions does not apply to this incidental coverage.

### HOW MUCH WE PAY FOR LOSS

With respect to the coverage provided by this endorsement, item 2., Deductible, is deleted and replaced by the following:

**Deductible** -- Subject to the "limit" that applies, "we" pay that part of the total of all assessments payable that is greater than \$500. The deductible applies:

- a. per occurrence; and
- b. separately at each premises shown in the Schedule above.

No other deductible applies to this coverage.

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**DP 3550 05 19**

SAMPLE

## INCREASED COST -- ORDINANCE OR LAW

(Entries required to complete the Schedule will  
be shown below or on the "declarations".)

### Schedule

The Increased Cost -- Ordinance Or Law percentage is \_\_\_\_%

This policy is amended to include the following  
"terms". All other "terms" of the policy apply,  
except as amended by this endorsement.

remodeling, renovation, repair, or  
replacement of property as set forth in a.  
above.

This does not increase the "limit" that  
applies to this incidental coverage.

### PROPERTY COVERAGES

1. The following is added under Incidental  
Coverages:

#### Increased Cost -- Ordinance Or Law

- a. If loss to a covered building or structure  
is caused by a peril insured against and  
"you" elect to repair or replace the  
damage, "we" pay for the increased cost  
that "you" incur due to the enforcement of  
a code, an ordinance, or a law that  
regulates or requires:

- 1) the construction, demolition,  
remodeling, renovation, or repair of  
the damaged part of such building or  
structure;
- 2) the demolition and reconstruction of  
the undamaged part of such building  
or structure if the building or structure  
must be totally demolished because  
of such loss; or
- 3) the remodeling, removal, or  
replacement of that portion of the  
undamaged part of such building or  
structure necessary to complete the  
remodeling, repair, or replacement of  
the damaged part of the building or  
structure.

- 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, demolition,

- c. However, "we" do not pay for:

- 1) any loss in value of property that  
results from the enforcement of a  
code, an ordinance, or a law; or
- 2) any loss, cost, or expense that  
results from the enforcement of a  
code, an ordinance, or a law  
requiring that "you" or others test for,  
monitor, clean up, remove, contain,  
treat, detoxify, neutralize, or in any  
way respond to or assess the effects  
of any "pollutant".

- d. The most "we" pay for the total of all cost  
described in a. and b. above at a  
"described location" to which this  
Incidental Coverage for Increased Cost -  
- Ordinance Or Law applies is the "limit"  
that applies at such "described location",  
as determined in d.1), d.2), or d.3) below.

- 1) If a "described location" is:

- a) owned by "you"; and
- b) insured for Coverage A;

the "limit" that applies to this  
Incidental Coverage for Increased  
Cost -- Ordinance Or Law at such  
"described location" is determined by  
multiplying the "limit" that applies to  
Coverage A by the Increased Cost --  
Ordinance Or Law percentage  
shown in the Schedule above.

- 2) If a "described location" is:
- a) owned by "you"; and
  - b) not insured for Coverage A;

the "limit" that applies to this Incidental Coverage for Increased Cost -- Ordinance Or Law at such "described location" is determined by multiplying the "limit" that applies to Coverage B by the Increased Cost -- Ordinance Or Law percentage shown in the Schedule.

- 3) If "you" are a tenant of, and do not own, a "described location":

- a) the "limit" that applies to this Incidental Coverage for Increased Cost -- Ordinance Or Law at such "described location" is determined by multiplying the "limit" that applies to the Incidental Coverage for Tenant's Improvements by the Increased Cost -- Ordinance Or Law percentage shown in the Schedule; and
- b) for purposes of this Incidental Coverage for Increased Cost -- Ordinance Or Law, the words:

- (1) building; and
- (2) structure;

mean property at such "described location" that is covered under the Incidental Coverage for Tenant's Improvements.

2. If this policy includes form DP 0001 or DP 0002, with respect to the coverage provided by this endorsement, under General Exclusions, item i., Ordinance Or Law, item 1) is deleted.
3. If this policy includes form DP 0003, with respect to the coverage provided by this endorsement, under General Exclusions, item 1.i., Ordinance Or Law, item 1) is deleted.

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## HOW MUCH WE PAY FOR LOSS

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The following amendments apply with respect to the coverage provided by this endorsement:

1. Under item 3., Loss To A Pair Or Set, the last paragraph in item b. is deleted.
2. Under item 4., Loss To Parts, the last paragraph in item b. is deleted.
3. If this policy includes form DP 0001, under item 5., Loss Settlement Terms, item b. is deleted and replaced by the following:
  - b. In the Actual Cash Value Terms, cost to repair or replace does not include any increased cost that results from the enforcement of a code, an ordinance, or a law, except to the extent that coverage for such increased cost is provided under the Incidental Coverage for Increased Cost -- Ordinance Or Law.
4. If this policy includes form DP 0002 or DP 0003, under item 5., Loss Settlement Terms, item b. is deleted and replaced by the following:
  - b. 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, an ordinance, or a law, except to the extent that coverage for such increased cost is provided under the Incidental Coverage for Increased Cost -- Ordinance Or Law.

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PERSONAL LIABILITY COVERAGE

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Additional Policy Conditions -- These are shown on a separate form.

Endorsements may also apply. They are identified on the Declarations page.

Refer to the Definitions for words that have special meanings. These words are shown in "**bold type**".

AGREEMENT

Subject to all the **terms** that apply, and in return for **your** payment of the required premium, **we** provide Personal Liability Coverage during the policy period. Each principal coverage described herein applies only if a **limit** is shown on the Declarations for that coverage.

Policy **terms** that relate to changes made to the policy; inspections; examination of books; cancellation; and assignment or transfer of rights or duties also apply.

## DEFINITIONS

1. The words **you** and **your** mean the person or persons named on the Declarations and **your** spouse if a resident of **your** household. The words **we**, **us**, and **our** mean the company providing this insurance.

2. **Bodily Injury** means bodily harm to a person and includes sickness, disease or death. This also includes required care and loss of services.

**Bodily Injury** does not mean bodily harm, sickness, disease or death that arises out of:

- a. a communicable disease; or
- b. the actual, alleged or threatened sexual molestation of a person.

3. **Business** means a trade, a profession or an occupation including farming, all whether full or part time. This includes the rental of property to others. It does not include the occasional rental for residential purposes of the part of the **insured premises** normally occupied solely by **your** household.

**Business** includes services regularly provided by an **insured** for the care of others and for which an **insured** is compensated. A mutual exchange of like services is not considered compensation.

**Business** does not include:

- a. the incidental activities that are usually performed by minors; or
- b. activities that are related to **business**, but are usually viewed as non-business in nature.

4. **Domestic Employee** means a person employed by an **insured** to perform duties that relate to the use and care of the **insured premises**. This includes a person who performs duties of a similar nature elsewhere for an **insured**. This does not include a person while performing duties in connection with the **business** of an **insured**.

5. **Insured** means:

- a. **you**;
- b. **your** relatives if residents of **your** household;
- c. persons under the age of 21 in **your** care or in the care of **your** resident relatives;

- d. **your** legal representative, if **you** die while insured by this Personal Liability Coverage. This person is an **insured** only for liability arising out of the **insured premises**. An **insured** at the time of **your** death remains an **insured** while residing on the **insured premises**;
- e. persons using or caring for watercraft or animals owned by an **insured** to which this insurance applies (This does not include persons using or caring for watercraft or animals in the course of **business** or without the owner's consent.);
- f. persons in the course of performing domestic duties that relate to the **insured premises**; and
- g. persons in the course of acting as **your** real estate manager for the **insured premises**.

Each of the above is a separate **insured**, but this does not increase **our limit**.

6. **Insured Premises** means:

- a. the one to four family dwelling shown on the Declarations. This includes structures or parts of buildings where **you** reside;
- b. all other premises shown on the Declarations;
- c. all vacant land owned by or rented to an **insured**. This includes land where a residence is being built for the use of an **insured**. This does not include farm land;
- d. that part of a residence, acquired by **you** during the policy period, and to be used by **you**;
- e. **your** cemetery lots and **your** burial vaults or those of **your** resident relatives;
- f. that part of a premises not owned by an **insured** if it is temporarily used as a residence by an **insured**;
- g. all premises used by **you** in connection with **your** residence;
- h. all access ways adjoining the **insured premises**; and
- i. that part of premises occasionally rented to an **insured** for other than **business** purposes.

7. **Limit** means the limit of liability that applies.

8. **Motorized Vehicle** means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment.

This does not include vehicles that are designed and used to assist the handicapped and are not required to be licensed for road use.

9. **Motor Vehicle** means a **motorized vehicle**, a trailer or a semi-trailer, and all attached machinery or equipment, if:
  - a. it is subject to **motor vehicle** registration; or
  - b. it is designed for use on public roads.
10. **Occurrence** means an accident. This includes loss from repeated exposure to similar conditions.
11. **Pollutant** means any solid, liquid, gaseous, thermal or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor or waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.
12. **Property Damage** means physical injury to tangible property. This includes the loss of use.
13. **Recreational Motor Vehicle** means a **motorized vehicle**, a trailer, or attached equipment that is designed or is used for leisure time activities, and which is not a **motor vehicle**.
14. **Terms** means all provisions, limitations, exclusions, and definitions used in this Personal Liability Coverage.

## PRINCIPAL PERSONAL LIABILITY COVERAGES

**Coverage L -- Liability --** We pay, up to **our limit**, all sums for which an **insured** is liable by law 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** not excluded under this coverage. **We** may make investigations and settle claims or suits that **we** decide are appropriate. **We** do not have to provide a defense after **we** have paid an amount equal to **our limit** as a result of a judgment or written settlement.

**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 covered **bodily injury**. Medical expenses means the reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, funeral services, prosthetic devices and eyeglasses, including contact lenses. This applies only to:

1. a person on the **insured premises** with the permission of an **insured**; and
2. a person away from the **insured premises** if the **bodily injury**:
  - a. is a result of a condition on an **insured premises**;
  - b. is caused by an activity of an **insured**;
  - c. is caused by a person in the course of performing duties as a **domestic employee**;
  - d. is caused by an animal owned by or in the care of an **insured**; or
  - e. is sustained by a **domestic employee** and arises out of and in the course of employment.

## INCIDENTAL PERSONAL LIABILITY COVERAGES

These coverages are subject to all the **terms** of Coverages L and M. Except for Claims and Defense Cost and First Aid Expense, they do not increase the **limit** stated for the Principal Personal Liability Coverages.

1. **Damage To Property Of Others --** Regardless of an **insured's** legal liability, **we** pay for property of others damaged by an **insured**, or **we** repair or replace the property, to the extent practical, with property of like kind and quality. **Our limit** for this coverage is \$500 per **occurrence**.

The exclusions that apply to Coverages L and M do not apply to this coverage. However, **we** do not pay for damage to property:

- a. owned by an **insured**, or owned by, rented to or leased to another resident of **your** household or the tenant of an **insured**;

- b. caused intentionally by an **insured** who has attained the age of 13; or
  - c. resulting in whole or in part from:
    - 1) activities related to a **business** of an **insured**;
    - 2) premises owned, rented or controlled by an **insured**, other than an **insured premises**; or
    - 3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of **motorized vehicles**, aircraft or watercraft. **We** do pay for **property damage** to **motorized vehicles** not subject to **motor vehicle** registration and not owned by an **insured** if the **motorized vehicle** is used only to service the premises or if it is designed for recreational use off public roads.
2. **Contracts And Agreements -- We** pay for damages for **bodily injury** or **property damage** resulting from liability assumed by an **insured** under a written contract made before the loss. The loss causing the **bodily injury** or **property damage** must have occurred during the policy period. This coverage does not apply to a contract in connection with **business** activities of an **insured**.
3. **Claims And Defense Cost -- If we** defend a suit, **we** pay:
  - a. the costs taxed to an **insured**;
  - b. the costs incurred by **us**;
  - c. the actual loss of earnings by an **insured** for time spent away from work at **our** request (**We** pay up to \$50 per day.);
  - d. the necessary costs incurred by **you** at **our** request;
  - e. the interest which accrues after the entry of a judgment, but ending when **we** tender or pay up to **our limit**;
  - f. the premiums on appeal bonds or bonds for the release of attachments up to **our limit** (**We** are not required to apply for or furnish bonds.);
  - g. the premiums up to \$500 per bail bond required of an **insured** because of an accident or a traffic law violation arising out of the use of a vehicle to which this Personal Liability Coverage applies (**We** are not required to apply for or furnish bonds.); and
  - h. prejudgment interest awarded against an **insured** on that part of the judgment **we** pay. If **we** offer to pay the **limit**, **we** will not pay any prejudgment interest based on that period of time after the offer.
4. **First Aid Expense -- We** pay the expenses incurred by an **insured** for first aid to persons, other than **insureds**, for covered **bodily injury**.
5. **Motorized Vehicles -- We** pay for the **bodily injury** or the **property damage** which:
  - a. occurs on the **insured premises** and is a result of the ownership, maintenance, use, loading or unloading of:
    - 1) a **motorized vehicle** if it is not subject to **motor vehicle** registration because of its type or use; or
    - 2) a **recreational motor vehicle**;
  - b. results from:
    - 1) a golf cart while used for golfing purposes;
    - 2) a utility, boat, camp or mobile home trailer, except when the trailer is carried on, is towed by or is attached to a **motor vehicle** or a **recreational motor vehicle**; or
    - 3) a **motorized vehicle** which is designed only for use off public roads and which is used mainly to service the **insured premises**;
  - c. results from an **insured's** use of a **recreational motor vehicle** which is not owned by an **insured**.
6. **Watercraft -- We** pay for the **bodily injury** or the **property damage** which results from the maintenance, use, loading or unloading of:
  - 1) a watercraft while it is on the **insured premises**;
  - 2) a watercraft which is not owned by or rented to an **insured** if the loss is a result of the activities of an **insured**;
  - 3) a watercraft which is owned by or is rented to an **insured** and which is powered by inboard or inboard/outboard motors which total 50 horsepower or less;
  - 4) a sailing vessel with or without auxiliary power which is owned by or is rented to an **insured** and is less than 26 feet in length; or
  - 5) a watercraft which is powered by outboard motors which total 25 horsepower or less.



- b. **We** pay for the **bodily injury** or the **property damage** which results from the maintenance, use, loading or unloading of a watercraft that is powered by outboard motors which total more than 25 horsepower, if:

- 1) the motors are listed on the Declarations;
- 2) the motors are acquired by an **insured** during the policy period and a request for coverage is made within 45 days after they are acquired; or
- 3) the motors are not owned by an **insured**.

7. **Business -- We** pay for the **bodily injury** or the **property damage** which results from:

- a. the rental of that part of the **insured premises** that is usually occupied by **you** as a residence;
- b. the rental of other parts of the **insured premises** for use as a residence (No family unit may include more than two roomers or boarders.); or
- c. the rental of a part of the **insured premises** for use as a school, studio, office or private garage.

## EXCLUSIONS THAT APPLY TO COVERAGES L AND M

Personal Liability Coverage does not apply to **bodily injury** or **property damage** which results directly or indirectly from:

1. war (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. Discharge of a nuclear weapon is deemed a warlike act even if accidental.);
2. the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of aircraft, except for **bodily injury** to a person while performing duties as a **domestic employee** (This exclusion does not apply to model airplanes.);
3. the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of

### **motorized vehicles** or watercraft

owned or operated by or **rented** or loaned to an **insured**. **We** do pay:

- a. for **bodily injury** to a person in the course of performing duties as a **domestic employee**; or
  - b. if coverage is provided by an Incidental Motorized Vehicle or Watercraft Coverage;
4. the use of a **motorized vehicle** in, or in the practice or the preparation for, racing, speed, pulling or pushing, demolition or stunt activities or contests;
  5. liability imposed by law on an **insured** for the use of a **motorized vehicle**, aircraft or watercraft, except if coverage is provided for by an Incidental Motorized Vehicle or Watercraft Coverage;
  6. the rendering of or the failing to render a professional service;
  7. activities related to the **business** of an **insured**, except as provided for by an Incidental Business Coverage;
  8. premises that are owned, rented or controlled by an **insured** and that are not the **insured premises**. **We** do pay for **bodily injury** to a person in the course of performing duties as a **domestic employee**;
  9. an intentional act of an **insured** or an act done at the direction of an **insured**;
  10. an **occurrence** for which an **insured** is also an **insured** under a nuclear energy liability policy or would be an **insured** but for the exhaustion of its **limits** (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or their successors.); or
  11. the discharge, dispersal, release or the escape of **pollutants** into or upon land, water or air. However, this exclusion does not apply to **bodily injury** or **property damage** that arises from the heat, smoke or fumes of hostile fire on the **insured premises**. Hostile fire is a fire that becomes uncontrollable or breaks out from where it was intended to be.

## ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGE L

Coverage L does not apply to:

1. bodily injury to **you**, and if residents of **your** household, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your** resident relatives;
2. liability assumed under a contract or an agreement, except as provided for by Incidental Contracts and Agreements Coverage;
3. damage to property owned by an **insured**;
4. damage to property that is rented to, occupied by, used by, or in the care of an **insured**, except for **property damage** caused by fire, smoke or explosion;
5. 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; or
6. **bodily injury** to a person, including a **domestic employee**, if the **insured** has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by an **insured** under a workers' compensation, non-occupational disability, occupational disease or like law.

## ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGE M

Coverage M does not apply to **bodily injury** to:

1. an **insured** or other person who resides on the **insured premises**, except a **domestic employee**;
2. a person who is on the **insured premises** because a **business** is conducted or professional services are rendered on the **insured premises**; or

3. a person, including a **domestic employee**, if a workers' compensation policy covers the injury or if benefits are provided under a workers' compensation, non-occupational disability, occupational disease or like law.

## WHAT YOU MUST DO IN CASE OF LOSS

1. **Notice** -- In the case of an **occurrence** (or if an **insured** becomes aware of anything that indicates that there might be a claim under this Personal Liability Coverage), the **insured** must promptly give **us** or **our** agent notice (in writing if requested).

The notice must state:

- a. the name of the **insured**; the policy number; and the time, place, and the details of the **occurrence**; and
- b. the names and the addresses of all known potential claimants and witnesses.

2. **Cooperation** -- The **insured** must cooperate with **us** in performing all acts required by this Personal Liability Coverage.
3. **Volunteer Payments** -- An **insured** must not make payments, pay or offer rewards or assume obligations or other costs except at the **insured's** own cost. This does not apply to costs that are allowed by this Personal Liability Coverage.
4. **Other Duties -- Liability Coverage** -- In case of an **occurrence** which might result in a claim, the **insured** must promptly give **us** copies of all legal papers, demands and notices that relate to the **occurrence** or claim.

At **our** request, the **insured** must help **us**:

- a. to settle a claim;
- b. to conduct suits (This includes being at trials and hearings);
- c. to enforce the right of recovery or indemnification against all parties who may be liable to an **insured** for the injury or damage;
- d. in the securing of and giving of evidence; and
- e. in obtaining the attendance of all witnesses.

5. **Other Duties -- 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 physical exams by doctors chosen by **us** when and as often as **we** may require.

## HOW MUCH WE PAY FOR LOSS OR CLAIM

1. **Coverage L -- 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 Personal Liability Coverage;
- b. parties who sustain injury or damage; or
- c. claims made or suits brought.

2. **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 **we** admit **we** are liable under Coverage L.

3. **Insurance Under More Than One Coverage** -- If more than one coverage applies to a loss, **we** pay no more than the actual loss.
4. **Coverage L -- Insurance Under More Than One Policy** -- Coverage L is excess over other valid and collectible insurance that applies to the loss or claim.

If the other valid and collectible 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.

## PAYMENT OF LOSS OR CLAIM

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

## CONDITIONS

1. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an **insured** does not relieve **us** of **our** obligations under this Personal Liability Coverage.
2. **Conformity With Statute -- Terms** in conflict with the laws of the state where the premises described on the Declarations is located are changed to conform to such laws.
3. **Misrepresentation, Concealment Or Fraud** -- This Personal Liability Coverage is void if, before or after a loss:
  - a. an **insured** has willfully concealed or misrepresented:
    - 1) a material fact or circumstances with respect to this insurance; or
    - 2) an **insured's** interest herein.
  - b. there has been fraud or false swearing by an **insured** with respect to this insurance or the subject thereof.

4. **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. **You** may waive **your** right to recover, in writing, before a loss occurs, without voiding coverage.

Subrogation does not apply to Coverage M -- Medical Payments to Others or to Damage to Property of Others under the Incidental Personal Liability Coverages.

5. **Suit Against Us** -- No suit may be brought against **us** unless:

- a. all the **terms** of this Personal Liability Coverage have been complied with; and
- b. the amount of an **insured's** liability has been fixed by:

- 1) a final judgment against an **insured** which is the result of a trial; or
- 2) a written agreement of the **insured**, the claimant and **us**.

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

SAMPLE

## ADDITIONAL POLICY CONDITIONS

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.

During the first 60 days this policy is in effect, **we** may cancel for any reason.

If 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.

**We** will give **you** notice at least 10 days before cancellation is effective, if **we** cancel this policy for nonpayment of premium. Otherwise, **we** will give **you** notice at least 30 days in advance of cancellation or nonrenewal.

**We** may cancel this policy by written notice to **you** at the address shown on the Declarations.

**Your** return premium, if any, 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 waiver or change of the **terms** of this policy must be issued by **us** in writing to be valid. If, in the policy period, **we** adopt a revision which broadens coverage without an additional premium, the broadened coverage will apply.

If this policy has no expiration date, **we** may substitute or **we** may add, at each anniversary date, forms that are then authorized for use.

4. **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.

5. **Examination of Books and Records** -- **We** may examine and audit **your** books and records that relate to this policy during the policy period and within three years after the policy has expired.

## AMENDATORY ENDORSEMENT

The reference to words that have special meaning is deleted and replaced by the following:

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

## **PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

The policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

This policy does not apply to a claim or indemnification for punitive or exemplary damages. Punitive or exemplary damages means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Therefore, "we" will not pay for any costs, attorney fees, interest, or damages attributable to punitive or exemplary damages.

However, if a suit seeking both compensatory and punitive or exemplary damages is brought against the "insured" for an "occurrence" or offense covered by this policy, "we" will provide defense coverage as described under the Incidental Coverage for Claims And Defense Cost.

## LEAD LIABILITY EXCLUSION

### EXCLUSIONS THAT APPLY TO COVERAGES L AND M

The following is added:

This policy does not apply to:

1. actual or alleged **bodily injury** that results directly or indirectly from the ingestion, inhalation or absorption of lead in any form;
  2. actual or alleged **property damage** that results directly or indirectly from any form of lead;
  3. any loss, cost or expense arising out of any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or
  4. any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.
-



## REPLACEMENT COST LOSS SETTLEMENT TERMS PERSONAL PROPERTY

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

### HOW MUCH WE PAY FOR LOSS

1. The loss settlement "terms" stated in item 3. below apply to covered loss to property covered under Coverage C and, if covered by this policy:
  - a. window air-conditioners;
  - b. awnings and canopies;
  - c. appliances;
  - d. carpets; and
  - e. outdoor antennas;whether or not attached to a building.
2. However, the loss settlement "terms" stated in item 3. below do not apply to loss to:
  - a. items of antiquity, art, or rarity that cannot be duplicated;
  - b. memorabilia, souvenirs, collector's items, and similar items whose age or history contribute to their value;
  - c. items not maintained in good or workable condition; or
  - d. items that are outdated or obsolete and that are stored or not being used.

Property described in items 2.a. through 2.d. above is subject to Actual Cash Value Terms as set forth in the policy to which this endorsement is attached.

3. With respect to property described in item 1. above and not excluded in item 2. above, the following loss settlement "terms" replace the loss settlement "terms" that would have applied had this endorsement not been attached to the policy:

**Loss Settlement Terms** – Subject to the other "terms" set forth under How Much We Pay For Loss and the "terms" of this endorsement, "we" settle losses according to Replacement Cost Terms. If the Replacement Cost Terms do not apply, "we" settle losses according to the Actual Cash Value Terms.

- 1) **Replacement Cost Terms** -- The smaller of the following amounts is used in applying the "terms" under Our Limit:

- a) the cost, at the time of loss, to replace the lost or damaged property, without deduction for depreciation; or
- b) the full cost, at the time of loss, to repair the damaged property.

When the total cost to repair or replace all property involved in any one occurrence is more than \$500, "we" do not pay for more than the actual cash value of the loss until actual repair or replacement is completed.

At "your" option, "you" may make a claim under the Actual Cash Value Terms instead of these Replacement Cost Terms. "You" may later make a claim for any additional amount payable under these Replacement Cost Terms, but only if "you" have informed "us", within 180 days after the date of loss, that "you" plan to repair or replace the lost or damaged property.

- 2) **Actual Cash Value Terms**

- a) The Actual Cash Value Terms apply to all property to which the Replacement Cost Terms do not apply.
- b) The smaller of the following amounts is used in applying the "terms" under Our Limit:
  - (1) the cost, at the time of loss, to repair or replace the lost or damaged property; or
  - (2) the actual cash value of the lost or damaged property just before the loss.

4. The "terms" of this endorsement do not increase the "limits" that apply to covered property.

## REPAIR COST LOSS SETTLEMENT TERMS

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

### DEFINITIONS

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

"Roof surfacing" means:

- a. a building's or structure's roof cladding, including but not limited to panels, shakes, sheeting, shingles, and tiles, regardless of the material of which it is composed;
- b. materials applied to or under roof cladding to protect against moisture intrusion;
- c. materials used to secure:
  - 1) roof cladding; or
  - 2) materials applied to or under roof cladding to protect against moisture intrusion; and
- d. roof flashing.

### HOW MUCH WE PAY FOR LOSS

1. Item 5., Loss Settlement Terms, is deleted and replaced by the following:

#### Loss Settlement Terms

- a. If "you" repair or replace the damaged property for the same use and on the same or a contiguous site, the smaller of the following amounts is used in applying the "terms" under Our Limit:
  - 1) the amount actually and necessarily spent to repair or replace such property to a condition and appearance similar to that which existed at the time of the loss, without a deduction for depreciation. Such repair or replacement will be made with commonly used and structurally and practically equivalent materials that are readily available in the local area; or

- 2) the cost to repair or replace the damage:

- a) using materials of like kind and quality; and
- b) for like use;

without a deduction for depreciation.

- b. If "you" decide not to repair or replace under paragraph a. above, settlement will be made according to the Actual Cash Value Terms. This means there may be a deduction for depreciation.
- c. Whether the loss is settled under the "terms" of paragraph a. above or under the Actual Cash Value Terms, the cost to repair or replace damaged property does not include any increased cost that results from the enforcement of a code, an ordinance, or a law.

However, if there is a covered loss to glass that is part of a building, storm door, or storm window, "we" will pay to replace the damaged glass with safety glazing material when required by a code, an ordinance, or a law.

#### d. Actual Cash Value Terms

Actual Cash Value Terms apply to "roof surfacing" when more than 50% of the "roof surfacing" is 21 years old or older.

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, but no more than the cost of using commonly used and structurally and practically equivalent materials that are readily available in the local area; or
- 2) the actual cash value of the lost or damaged part of the property just before the loss.

## WATER DAMAGE PERILS

(Entries required to complete the Schedule will  
be shown below or on the "declarations".)

### Schedule

The Water Damage Limit is \$

The Fungi, Wet Rot or Dry Rot Water Damage Sublimit is \$

This policy is amended to include the following  
"terms". All other "terms" of the policy apply,  
except as amended by this endorsement.

### PROPERTY COVERAGES

1. The Water Damage Limit shown in the  
Schedule above is the most "we" pay for  
loss caused by the water damage perils set  
forth below.

The Water Damage Limit does not increase  
the "limit" of the applicable Coverage A –  
Dwelling, Coverage B – Private Structures,  
Coverage C – Personal Property, or  
Coverage D – Additional Living Costs And  
Fair Rental Value.

The following Water Damage Perils are  
added under Perils Insured Against.

2. **WATER DAMAGE PERILS**

"We" insure against direct physical loss to  
property covered under Coverage A,  
Coverage B, Coverage C, or Coverage D  
caused by the perils described in items a., b.,  
and c. below, unless the loss is excluded  
under General Exclusions:

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

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

- b. **Accidental Discharge Or Overflow Of  
Water Or Steam** from a plumbing,

heating, air-conditioning, or automatic  
fire protective sprinkler system, water  
heater, or domestic appliance. This  
includes the reasonable cost of removing  
and replacing those parts of a building or  
structure on the "described location"  
needed to repair the system, heater, or  
appliance from which the water or steam  
accidentally discharged or overflowed.

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 on the "described  
location".

However, "we" do not pay for loss:

- 1) to the system, heater, or appliance  
from which the water or steam  
discharged or overflowed;
- 2) caused by or resulting from freezing,  
except as provided under the peril of  
Freezing as described under these  
Water Damage Perils;
- 3) on the "described location" caused  
by accidental discharge or overflow  
that comes from off the "described  
location";
- 4) on the "described location" if,  
immediately prior to the loss, the  
dwelling has been vacant for more  
than 60 consecutive days. A dwelling  
being built is not vacant; or
- 5) caused by:
  - a) continuous or repeated  
discharge, seepage, or leakage  
of water or steam; or
  - b) the presence or condensation of  
humidity, moisture, or vapor;

if such discharge, seepage, or leakage of water or steam or presence or condensation of humidity, moisture, or vapor occurs over a period of 14 days or more. In the event that this item b.5) applies, it applies to all such loss, starting from the first day that the discharge, seepage, or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began.

However, this item b.5) does not apply if "you" did not know of and should not reasonably have suspected such discharge, seepage, or leakage of water or steam or presence or condensation of humidity, moisture, or vapor and such loss is otherwise covered by this policy.

In this item b., plumbing systems and domestic appliances do not include any sump, sump pump, or related equipment, any other type of system designed to remove subsurface water that is drained from the foundation area, or any roof drain, gutter, downspout, or like equipment.

- c. **Freezing** -- This means freezing of a plumbing, heating, air-conditioning, or automatic fire protective sprinkler system, water heater, or domestic appliance, subject to the requirements set forth in c.1) and c.2) below. In this peril of Freezing, plumbing systems and domestic appliances do not include any sump, sump pump, or related equipment, any other type of system designed to remove subsurface water that is drained from the foundation area, or any roof drain, gutter, downspout, or like equipment.

- 1) If the building is protected by an automatic fire protective sprinkler system, coverage for loss caused by the peril of Freezing applies only if "you" have taken reasonable care to:
  - a) maintain heat in the building; and
  - b) continue the water supply.
- 2) If the building is not protected by an automatic fire protective sprinkler

system, coverage for loss caused by the peril of Freezing applies only if "you" have taken reasonable care to:

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

3. Under General Exclusions, item 1.a., Bacteria, Fungi, Wet Rot, Or Dry Rot, is deleted and replaced by the following which supersedes any other exclusion in this policy pertaining to "fungi", wet rot, or dry rot:

a. **Fungi, Wet Rot, Or Dry Rot**

- 1) "We" do not pay for loss, cost, or expense:
  - a) caused by;
  - b) consisting of; or
  - c) relating to the existence of or any activity of;

"fungi", wet rot, or dry rot that is not the direct result of a peril insured against. However, the most "we" pay for "fungi", wet rot, or dry rot loss that is the result of a water damage peril is subject to the Fungi, Wet Rot, Or Dry Rot Water Damage Sublimit set forth under item 3.a.2) of this endorsement.

"We" do pay for direct loss to covered property caused by a peril insured against resulting from "fungi", wet rot, or dry rot.

2) **Fungi, Wet Rot, Or Dry Rot Water Damage Sublimit**

The most "we" pay for loss, cost, or expense:

- a) caused by;
- b) consisting of; or
- c) relating to the existence of or any activity of;

"fungi", wet rot, or dry rot that is the result of a water damage peril is the Fungi, Wet Rot, Or Dry Rot Water Damage Sublimit shown in the Schedule above. The Fungi, Wet Rot, Or Dry Rot Water Damage Sublimit includes 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 "fungi", wet rot, or dry rot.

The Fungi, Wet Rot, Or Dry Rot Water Damage Sublimit is part of and does not increase the amount "we" pay under the Water Damage Limit set forth under item 1. of this endorsement.

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SAMPLE

## LIABILITY EXCLUSION -- ANIMAL

The Personal Liability Coverage provided by this policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

1. The following exclusion is added under Exclusions That Apply To Coverages L and M:

or arises out of direct physical contact with any animal owned by or in the custody, control or care of an "insured" or a tenant of an "insured" whether the bodily injury or property damage occurs on or away from your premises

2. When this policy includes endorsement GL-81 or GL 0081, the following is added under item 2. of that endorsement:

which results from or arises out of direct physical contact with any animal owned by or in the custody, control or care of an "insured" or a tenant of an "insured" whether the bodily injury or property damage occurs on or away from your premises

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## LIMITED ANIMAL LIABILITY COVERAGE

The Personal Liability Coverage provided by this policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

1. Item 1. under How Much We Pay For Loss Or Claim is deleted and replaced by the following with respect to liability for "bodily injury" or "property damage" arising out of direct physical contact with any animal owned by or in the custody, control or care of an "insured" or a tenant of an "insured".

The "limit" shown on the Declarations as the Animal Liability Occurrence Sub-Limit is the most "we" will pay for loss for each "occurrence". This applies regardless of the number of:

- a. persons "insured" under this Personal Liability Coverage;
- b. parties who sustain injury or damage; or
- c. claims made or suits brought.

The Animal Liability Occurrence Sub-Limit does not increase the "limit" shown on the Declarations for Coverage L.

2. When this policy includes endorsement GL-81 or GL 0081, the following is added to that endorsement:

"We" do not pay for "personal injury" arising out of direct physical contact with any animal owned by or in the custody, control or care of an "insured" or a tenant of an "insured".

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## VIRUS, BACTERIA, FUNGI, WET ROT, DRY ROT OR COMMUNICABLE DISEASE EXCLUSION

The Personal Liability Coverage provided by this policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

1. The following definition is added:

"Fungi" means:

- a. any kind or form of fungus, including but not limited to mildew and mold; and
- b. any chemical, matter, or compound produced or released by a fungus, including but not limited to toxins, spores, fragments, scents, and metabolites.

2. The following provisions are added under Exclusions That Apply To Coverages L And M.

a. This policy does not apply to:

- 1) actual or alleged "bodily injury" or "property damage" (or "personal injury", when provided by this policy) that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to bacteria, virus, "fungi", wet rot, or dry rot;
- 2) any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of bacteria, virus, "fungi", wet rot, or dry rot; or
- 3) any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects

of bacteria, virus, "fungi", wet rot, or dry rot.

b. However, exclusion 2.a.1) above does not apply to:

- 1) "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to Staphylococcus aureus, Salmonella, Clostridium perfringens, Campylobacter, Listeria monocytogenes, Vibrio parahaemolyticus, Bacillus cereus, and Escherichia coli; or
- 2) "bodily injury" or "property damage" that results from a slip, fall, or loss of footing attributable to a surface made slippery by the presence of or existence of bacteria, virus, "fungi", wet rot, or dry rot.

3. The definition for **Bodily Injury** is replaced by the following:

**Bodily Injury** means bodily harm to a person and includes sickness, disease or death. This also includes required care and loss of services.

**Bodily Injury** does not mean bodily harm, sickness, disease or death that arises out of:

- a. a communicable disease, virus, or bacteria; or
- b. the actual, alleged or threatened sexual molestation of a person.



## **LIABILITY EXCLUSION – SWIMMING POOL SLIDES AND DIVING BOARDS**

The Personal Liability Coverage provided by this policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

1. The following exclusion is added under Exclusions That Apply To Coverages L And M:

or arises out of the ownership, maintenance, supervision, or use of any swimming pool when such "bodily injury" or "property damage" results from the use of one or more swimming pool slides or one or more diving boards.

SAMPLE