

## **21st Century Homeowners Insurance Program**

Underwritten by HOMESITE INSURANCE COMPANY OF NEW YORK  
99 Bedford Street  
Boston, MA 02111-2217  
Tel. (866) 342-2045 Fax (866) 360-3202

TEJAS SHAH  
AANAL SHAH  
105 FOREST HILL DR  
KINGSTON, NY 12401-7413

### ***New Business for Policy Number 31581025***

June 13, 2011

Dear TEJAS SHAH & AANAL SHAH,

On behalf of 21st Century Homeowners Insurance Program, we would like to thank you for your business. We appreciate the opportunity to serve you and are constantly striving to provide you with quality products and professional service to meet your home insurance needs. With that in mind, we are pleased to enclose your homeowners insurance policy which is underwritten by HOMESITE INSURANCE COMPANY OF NEW YORK.

As part of your new policy package, you will find enclosed many important documents that contain information about your policy and explanations of any special policy provisions. Please read your policy carefully to ensure it provides the protection and services necessary to meet your homeowner needs. We have also included in this policy package:

- \* Our invoice which outlines your premium;
- \* Our current billing options and methods of payment;
- \* Your policy declarations page which outlines your coverage limits, endorsements and special features of your policy.

Should you have any questions or concerns about your policy or the information in this policy package, please contact our Customer Service Center at your convenience. Please call us at 1-866-342-2045.

Thank you for joining the 21st Century Homeowners Insurance Program, we appreciate the opportunity to provide your homeowners insurance needs and look forward to serving you for many years to come.

Sincerely,

Customer Care Department  
21st Century Homeowners Insurance Program

**Please review additional information on the reverse of this letter that will explain information about your existing coverages and additional coverages that may be appropriate for your policy.**

### **Changes to your Dwelling Coverage Limits**

Please review your Property Coverages which can be found on your New Business Declarations summary under Section I - Property. Each year we evaluate your property's current replacement cost which is listed under Coverage A - Dwelling. Replacement Cost is generally defined as "the cost to replace a structure with materials of like kind and quality without deduction for depreciation". Replacement cost simply reflects the cost to rebuild your home in the event of a total loss. Your home is broken down into components (framing, roofing, etc.) and valued at the cost to reconstruct each component in today's economy taking into consideration materials, labor rates and local building codes. It is also a good idea to re-evaluate your home's replacement after you have completed any remodels, upgrades or modifications to your home. If you have made any alteration to your home, please contact us so that we can update our information and re-evaluate your coverages.

The Coverage A amount listed on your Declarations page, (Limit of Liability) is based on an estimate of the cost to rebuild your home, including the cost of labor and materials in your area, and specific information you have provided about your home. We take care in providing these estimates; however, the costs associated with rebuilding your home are subject to the market environment at the time of loss. While we can assist you in calculating the Coverage A amount, it is your responsibility to make sure we have the most up to date information about your home and the amount of coverage is sufficient to rebuild your home. If your policy does not currently have one of our Replacement Cost endorsements listed in the Optional Endorsements section below, we urge you to call us today and speak to one of our licensed representatives about adding these coverages.

### **Optional Endorsements**

Please review the list of Additional Coverages, Contracts and Amendments that are attached to your current policy. These can be found on your Renewal Declarations summary. In addition to these coverages, we offer a wide range of additional optional endorsements that can be added to your policy. These coverages can enhance the protection of your home and personal property, as well as extend additional protections for liability and related risks. Below we have outlined a partial list of our most common endorsements. We urge you to review these optional endorsements.

If you have additional questions or other coverages you would like to explore, please contact our Customer Service Center at 1-866-342-2045 to discuss these and other changes to your policy.

#### **Dwelling Coverages**

Full Replacement Cost on Dwelling  
Extended Replacement Cost on Dwelling  
Earthquake  
Increase Wind & Hail Deductibles  
Increase Limits on Other Structures  
Water Back up and Sump Overflow

#### **Property Coverages**

Replacement Cost on Personal Property  
Increased Limits on Personal Property  
Increased Limits on Business Property  
Scheduled Personal Property  
Special Computer Coverage

#### **Liability Coverages**

Loss Assessment Coverage  
Personal Injury  
Watercraft

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KINGSTON, NY 12401-7413

### New Business Declarations For Policy Number 31581025

#### Agent Information

21st Homeowners Insurance Program

Telephone Fax

Agent Number: AIGC265

**Policy Period** This policy covers the listed location(s)

**From** 12:01 AM June 15, 2011

**Through** 12:01 AM June 15, 2012 (local time)

#### Gold Program

**Issued by Homesite Insurance  
Company of New York**

#### Tier 005

#### Insured Location

105 FOREST HILL DR KINGSTON NY 12401-7413

#### Description of Dwelling

1987 Wood siding, Single family home, Primary residence, over 1000ft. from hydrant, within 5 miles from fire station

**Deductible \$1000**

In case of loss under Section I, we cover only that part of the loss over the deductible stated.

Coverage	Limit	Premium
<b>Section I - Property</b>		
Coverage A - Dwelling	\$318,000	\$564.00
Coverage B - Other Structures	\$31,800	Included
Coverage C - Personal Property	\$222,600	Included
Coverage D - Loss of Use	\$63,600	Included
<b>Section II - Liability</b>		
Coverage E - Personal Liability	\$300,000	\$22.00
Coverage F - Medical Payments to Others	\$1,000	\$1.00
<b>Additional Coverages</b> See <b>Additional Coverages</b> on reverse side for details		\$73.00
<b>Surcharges</b> See <b>Surcharges</b> on reverse side for details		\$0.00
<b>Discounts</b> See <b>Discounts</b> on reverse side for details		-\$96.00
<b>Total</b>		\$564.00

Authorized Representative



**Additional Coverages****\$73.00**

	Limit	Premium
Gold Program		\$73.00
HO 04 20 0694 Specified Additional Amount Insurance for Cov A	25%	Incl.
HO 04 90 0491 Personal Property Replacement Cost		Incl.
HO 23 12 0491 Special Personal Property Coverage		Incl.
Increased Coverage C		Incl.

**Surcharges****\$0.00**

	Limit	Premium
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**Discounts****-\$96.00**

	Limit	Premium
HD-017 1298 Deductible		-\$45.00
HD-063 1101 Affinity Auto		-\$51.00

**Contracts and Amendments**

<b>HO 00 03 0491</b>	<b>Special Form (HO 00 03 0491)</b>
HH 90 05 1105	Amendatory Endorsement Pollution Exclusion
HO 01 31 0302	Special Provisions - New York
HO 04 32 0502	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
HO 23 43 0491	No Section II Coverage - Home Day Care Business
HO 24 93 0200	Workers' Compensation for Certain Residence Employees-NY

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## Mortgagees

ULSTER SAVINGS BANK  
PO BOX 3337  
KINGSTON, NY 12402  
160828384

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## Important Messages

**These Declarations are not the entire insurance policy. All information contained in the Declarations regarding the insured, covered property, coverage limits, deductibles, and premium charges is subject to the specific terms and conditions of the policy contract. Please read your policy contract and amendments carefully.**

**As an Auto policyholder of one of our affinity partners, you are eligible for a discount on the base premium of your Homeowners policy. This discount is shown in the Discounts section of our declaration pages as Affinity Auto. You are entitled to this discount as long as you remain with your current Auto Insurance carrier. If at any time that policy is cancelled and you no longer have auto insurance with this affinity partner, you will no longer be eligible for this discount.**

**The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.**

## **Important Notice about Dwelling Coverage Limits**

### **Dwelling Coverage Limits (Coverage A)**

Please review your Property Coverages which can be found on your declarations summary under Section I – Property. Replacement Cost is generally defined as "the cost to replace a structure with materials of like kind and quality without deduction for depreciation". Replacement cost simply reflects the cost to rebuild your home in the event of a total loss. Your home is broken down into components (framing, roofing, etc.) and valued at the cost to reconstruct each component in today's economy taking into consideration materials, labor rates and local building codes. It is also a good idea to re-evaluate your home's replacement after you have completed any remodels, upgrades or modifications to your home. If you have made any alteration to your home, please contact us so that we can update our information and re-evaluate your coverages.

The Coverage A amount listed on your declarations summary, (Limit of Liability) is based on an estimate of the cost to rebuild your home, including the cost of labor and materials in your area, and specific information you have provided about your home. We take care in providing these estimates; however, the costs associated with rebuilding your home are subject to the market environment at the time of loss. While we can assist you in calculating the Coverage A amount, it is your responsibility to make sure we have the most up to date information about your home and the amount of coverage is sufficient to rebuild your home. If your policy does not currently have one of our Replacement Cost endorsements listed on the enclosed menu of optional endorsements. We urge you to call us today and speak to one of our licensed representatives about adding these coverages.

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### BILLING STATEMENT

TEJAS SHAH  
AANAL SHAH  
105 FOREST HILL DR,  
KINGSTON, NY 12401-7413

Policy Number: 31581025

Policy Term: June 15, 2011 – June 15, 2012

Payment Plan: Direct

If you have any questions, please call us at 1-866-342-2045  
Monday – Friday 8AM – 9PM, Saturday 9AM – 6PM,  
Sunday 9AM – 6PM (Sales Only).

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#### Billing Summary (reflects activity this billing period)

Policy Premium:	\$564.00
Payment Received:	\$564.00
Total Amount Due:	\$0.00

Property Address:  
105 FOREST HILL DR  
  
KINGSTON, NY 12401-7413

**Important Note:** Thank you for your recent payment. As of this statement your policy is paid in full.

**Access your policy online and Go Paperless at [www.homesite.com/mypolicy](http://www.homesite.com/mypolicy).**

HOMESITE INSURANCE  
PO BOX 5300  
BINGHAMTON, NY 13902-9953





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### Electronic Funds Transfer Authorization Form

TEJAS SHAH  
AANAL SHAH  
105 FOREST HILL DR  
KINGSTON, NY 12401-7413

Policy Number: 31581025  
Property Address: 105 FOREST HILL DR  
KINGSTON, NY 12401-7413  
Payment Plan: Direct

21st Century Homeowners Insurance Program is pleased to offer our customers the ability enroll in our Electronic Funds Transfer Program (EFT). Through this program you can elect to make automatic payments from your bank checking account. To enroll in this program, please complete this authorization form and return it with a voided blank check from your checking account.

#### **IMPORTANT INFORMATION:**

In order to assure payment without interruption, we must be in receipt of this authorization form at least 3 days in advance of the bill due date. Once we have processed your request, you will receive a billing statement letting you know your enrollment is complete and future payment deductions will begin. **Please continue to make payments that are due until you receive confirmation of your enrollment.**

You may not designate a savings account for premium deductions.

We will make payment deductions on the due date indicated on your bill statement. Refer to your bill for a schedule of deductions and applicable EFT fee.

Policies that are being billed to a mortgage company will not be eligible for this payment authorization.

You can cancel your payment deductions anytime by calling us at 1-866-342-2045.

*Please detach and return with your voided check to customerservice@homesite.com or fax to 1-866-360-3202. Remember to sign this form. Thank you.*

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Policy Number:	_____
Name(s) on Account	_____
Bank (ABA) Routing Number	_____
Account Number	_____
Bank Name	_____

*I authorize HOMESITE INSURANCE COMPANY OF NEW YORK to initiate debit and/or credit entries electronically to the designated financial institution to my bank account indicated above for the purpose of insurance premiums. This authorization will apply to the policy number shown above. If I change financial institutions, I will notify 21st Century Homeowners Insurance Program and submit a new voided check.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Menu of Optional Endorsements**

### **Optional Endorsements, Coverages, and Credits**

A complete list of your policy's coverage limits can be found on your declarations summary. In addition to these coverages, we offer a wide range of optional endorsements that can be added to your policy as well as credits that may reduce your premium. Optional coverages can enhance the protection of your home and personal property, as well as extend additional protections for liability and related risks. Below we have outlined a list of our most common endorsements, optional coverages, and credits.

We urge you to review these optional endorsements and credits. Please note if coverages do not appear on your declarations summary, they are not included in your policy. If there is something that appears below that you would like to add, or if you have additional questions or other coverages you would like to explore, please contact Customer Service at 1-866-342-2045 to discuss these and other changes to your policy.

### **Dwelling Coverages**

#### **Description of Coverage**

#### ***Extended Replacement Cost on Dwelling***

This endorsement can be used to increase Coverage A (dwelling) by either 25% or 50% to better accommodate a customer's needs.

#### ***Additional Limits of Liability***

This endorsement provides additional Coverage A when the covered loss occurs and the cost to rebuild the dwelling exceeds the limit of liability. Then and only then, are coverages B, C and D increased by the same percentage.

#### ***Earthquake***

This covers against a direct physical loss caused by an earthquake or earth movement. You may add this additional coverage for an additional premium. It is subject to a 5% of Coverage A deductible. Not offered in the state of California.

#### ***Increase Wind & Hail Deductibles***

By increasing the deductible for these types of losses, the policyholder may lower the cost of annual insurance premium. For instance increasing the regular \$500 deductible to a \$1000, 1% or 2% may decrease the annual premium significantly.

#### ***Increase Limits on Other Structures***

Provides additional limits for Coverage B if needed. Only structures on the insured premises apply. You may increase up to double the original Coverage B amount.

#### ***Water Back up and Sump Overflow***

Covers up to \$5000 for direct physical loss due to water backing up through sewers or drains and water which overflows from a sump. This is not a flood coverage, which requires a separate policy.

### **Property Coverages**

#### ***Replacement Cost on Personal Property***

This endorsement protects the customer from receiving the depreciated value for their personal property. Instead contents will be replaced with new items of like kind and quality.

#### ***Increased Limits on Personal Property***

This endorsement offers the insured the ability to

increase certain personal property coverages from the standard homeowner's limit. For instance, the basic homeowner's policy insures jewelry for up to \$1000 for the named perils; a customer may chose to increase that coverage to \$5000.

***Increased Limits on Business Property***

For additional premium, this endorsement may increase the coverage for "business" property on the "residence premises".

***Scheduled Personal Property***

For additional premium, we offer open perils coverage for items such as jewelry, furs, cameras, musical instruments, silverware, fine arts and golfer's equipment. Not subject to a deductible, these items would be covered for the appraised value.

***Special Computer Coverage***

For additional premium, this would broaden the coverage for your computer due to direct physical loss. For example, if the policyholder drops a glass of water on the computer, this would be covered. This endorsement is subject to the policy deductible.

**Liability Coverages**

***Identity Theft***

This endorsement covers up to \$15,000 for expenses incurred by the insured as a direct result from identity theft. The deductible would only be \$250.

***Loss Assessment Coverage***

Specially designed for condominium owners, this coverage provides protection for assessments made by the condominium association resulting from loss to the property. The policyholder can choose the limit of coverage they wish up to \$25,000 if the loss is caused by an insured peril.

***Watercraft***

This endorsement extends the limit of liability on your homeowner's policy to your watercraft. This does not cover for the physical loss of the watercraft.

***Personal Injury***

With this endorsement, you can extend the limit of liability on your homeowner's policy to cover you against libel, slander, and invasion of privacy.

**Credits**

***Fire Alarm Credit***

Policyholders may receive a discount for having protective items such as fire/burglar alarms and/or fire sprinkler systems.

***Companion Policy Discount***

For policyholders with current companion products, we offer a discount for their continued patronage.

**\*\*\*Additional endorsements and credits are subject to availability and qualification.**



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### ***Flood Coverage Disclosure Notice***

**All homeowner insurance policyholders are cautioned that:**

Your policy excludes coverage for damage caused by flooding of all types. This exclusion may exclude any and all damages resulting from storm surge from a hurricane, surface water, flash floods, waves, tidal water, tidal waves, wind driven rain or water, or any other overflow of water, and spray from any of these events. For further details, please see the language of your policy. The language of your policy will control the obligations of the parties.

You are further advised that to be covered for such a loss, you will have to obtain a separate flood insurance policy through the National Flood Insurance Program (NFIP). If available in your location, the NFIP can provide both structure and contents coverage.

You can contact the National Flood Insurance Program at:

National Flood Insurance Program  
P.O. Box 619  
Lanham, MD 20706



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### ***Property Loss Report***

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Customers with prior property claims may have an increased premium. **HOMESITE INSURANCE COMPANY OF NEW YORK** uses company records as well as data obtained from A-PLUS to determine claims history.

To determine if your claims history has impacted your premium, please call:

**21st Century Homeowners Insurance Program** Customer Service  
Telephone: **1-866-342-2045**

Under Section 612 of the Fair Credit Reporting Act you have the right to obtain a free copy of your property loss report within 60 days by request to:

A-PLUS Consumer Inquiry Center  
545 Washington Boulevard 22<sup>nd</sup> Floor  
Jersey City, NJ 07310 - 1686  
Telephone: 800-709-8842

Under Section 611 of the Fair Credit Reporting Act you also have the right to dispute the accuracy or completeness of any information A-PLUS furnished in this report, by notifying them directly of the dispute.

Please note that A-PLUS does not participate in determining your premium, and cannot give the specific information on our rates.

### ***Consumer Report Information***

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The premium for your policy was based in part on a consumer report provided by Trans Union Corporation.

There are many factors which are used in producing the consumer credit report. According to Trans Union, the following criteria had the largest impact in determining your insurance score:

Oldest bankcard account was opened within past 96 months. Optimum value is 216 months; score will improve as months increase to between 97 and 215 months.

Number of bank installment accounts is 3. Optimum value is 0 or 1; score will improve with 2 or fewer.

The consumer has made no bank credit card applications in the previous 12 months but 1 or more in the previous 24 months. Optimum value is 0 in the previous 24 months.

Most recent credit application was 16 months ago. Optimum value is 25 months or more; score will improve as months since last application increases.

Homesite Insurance uses your insurance score as one factor to determine your overall premium level. One or more of the reasons shown above has led to a premium other than the lowest premium level. In many cases, customers who have above average credit pay less than those with average or below average credit, but may not qualify for the absolute lowest premium.





### ***Consumer Report Information, continued***

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Under Section 612 of the Fair Credit Reporting Act you have the right to obtain a free copy of this report from Trans Union upon request within 60 days to:

Trans Union Corporation  
Consumer Relations - East  
2 Baldwin Place  
P.O. Box 1000  
Chester, PA 19022  
1-800-916-8800  
1-800-645-1938 (automated)

Under Section 611 of the Fair Credit Reporting Act you also have the right to dispute the accuracy or completeness of any information Trans Union furnished in this report, by notifying them directly of the dispute.

Please note that Trans Union does not participate in determining your premium, and cannot give the specific information on our rates.

### ***Property Inspection***

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As a reminder, a contracted property inspector may be out to complete an inspection of the property. A property inspection is extremely important to our underwriting process and will help us verify the information on your policy. If an appointment is necessary due to an interior inspection or woodstove supplement, our inspection company will contact you prior to an inspection.

This insurance policy may be cancelled within 60 days of the effective date for any reason that is not unfairly discriminatory or prohibited by law, if the property is determined to be an unacceptable risk to the insurer.



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### ***Notice of Insurance Information Practices***

### ***Issued by HOMESITE INSURANCE COMPANY OF NEW YORK***

The Homesite Insurance Companies ("Homesite") use information from many sources. This assists us to fairly determine eligibility for our programs and ensure accurate rates for all policies. Using this information also speeds the application process.

How we may collect, use and disclose this information is regulated by law, and we would like you to be aware of our practices and how they may affect your privacy.

Following is a description of the kinds of information we may collect, how we may collect it, and what is done with the information once it has been collected. We also describe how you can find out what information we have about you in our records or files, and how you can correct inaccurate information. We follow these practices with your information whether you are a policyholder, claimant, former policyholder, or just an inquiring consumer.

### ***What kind of information do we collect about you?***

Most of our information comes directly from you. The information you provide when you call us, complete an application, make a policy change or report a claim gives us most of the information we need to know. This information, of course, includes identifying information such as name and address, as well as your type of home and claims history.

We may also obtain information such as credit reports, claims history, and investigative reports from other sources. We may send someone to inspect your property and verify information about the value and condition of the property.

The information we obtain about you may come from other insurance companies, insurance support organizations, or sources such as credit bureaus and property data collection services.

### ***What do we do with the information collected about you?***

We may, as permitted by law, disclose information about you in our records or files to certain persons or organizations without your prior permission. These include:

- \* Other insurance institutions, financial institutions, agents, or insurance support organizations.
- \* Persons who perform a business, professional, or insurance function for us.
- \* Businesses that conduct actuarial or research studies.
- \* Insurance regulatory authorities.
- \* Law enforcement or other governmental authorities.
- \* Our affiliated companies who assist our insurance business activities.

*Contd.*

Your information may be provided to others in the following circumstances, as permitted by law, for them to:

- \* Perform a business, professional, or insurance function for us.
- \* Provide information to us in order to
  - a. Determine your eligibility for an insurance benefit or payment, or
  - b. Detect or prevent criminal activity, fraud, material misrepresentation or material nondisclosure in connection with an insurance transaction.
- \* Perform a function in connection with an insurance transaction involving you.
- \* Conduct an audit of our operations or services.
- \* Conduct a joint marketing program with Homesite pursuant to a joint marketing agreement.

The information we obtain about you from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other sources.

### ***How confidential and secure is the information we have about you?***

Homesite protects the confidentiality of the information that we have about you by restricting access to those employees who need to know that information to provide our products and services to you. We maintain physical electronic and procedural safeguards that comply with federal and state regulations to guard your information.

### ***How can you find out what information we have about you?***

You have the right to know what information we have about you in our insurance records or files. To obtain this information, provide to us in writing an identification of yourself and a reasonable explanation of the information you desire. If the information can be reasonably located and obtained, we will inform you of its nature and substance within thirty (30) business days from the day we receive the request. You may personally see and obtain the information, or if you prefer, we will mail the information to you. We will also inform you who has received this information within the last two (2) years, or, if not recorded, to whom such information is normally disclosed.

### ***What can you do if you disagree with the information we have about you?***

You have the right to make a written request that we correct, delete, or change any recorded information we have about you in our records or files.

If we agree to comply with your request, we will notify you within thirty (30) business days of receiving your request. We will then furnish the amended information to any person you designate, who may have received the information within the past two (2) years, as well as to any person or organization who either supplied us with the information or to whom we disclosed it.

If we are unable to comply with your request, we will notify you within thirty (30) business days of receiving your written request with the reasons for our decision. If you disagree with the reasons for our decision, you have the right to file a concise statement of what you think is correct, relevant or fair information. Your statement will be filed with the disputed information and will be furnished to any person, insurance institution, agent or insurance support organization who either supplied us with information or to whom we disclosed it. Your statement will also be furnished to anyone reviewing the disputed information.

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### ***Senior Citizen Third Party Designee Authorization for Policy Number 31581025***

June 13, 2011

If you are a resident of New York age sixty-five or older, you have the right to select a third party to receive notification in the event your policy is cancelled, non-renewed, or renewed conditionally. Such notice would be in addition to the one mailed to you. This third party may be a family member, friend, or anyone you trust to assist you.

In order to designate the third party to receive notification in the above instances, please complete the form below and return it to Homesite Insurance. The form must be signed by both you and the third party designee. This form must be returned to us by certified mail (return receipt requested). The third party designee will be added to your policy within 10 days after we receive your letter.

If the third party designee desires to terminate his or her position, they must provide written notice to both you and 21st Century Homeowners Insurance Program or Homesite Insurance. If you decide to terminate the third party designation, you must send written notice to 21st Century Homeowners Insurance Program or Homesite Insurance.

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I, \_\_\_\_\_, hereby agree to receive notices of cancellation, non-renewal and conditional renewal for \_\_\_\_\_. By signing and indicating my address below I acknowledge that I am fully aware of my role as third party designee.

Signature

(21st Century Homeowners Insurance Program Insured)

Date

Signature

(Third Party Designee)

Date

---

Third Party Designee Name

---

Address

---

City, State, Zip

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***Policy Contract Pack******Important Information about your 21st Century Homeowners Insurance  
Program policy***

# Thank you for choosing 21st Century Homeowners Insurance Program

***You have selected Homeowners Special Form.***

The following State Amendatory Endorsements may modify your contract.  
Please review the information in this package carefully.

If you have any questions regarding the information contained in this package, please  
call us at 1-866-342-2045.

HOMEOWNERS 3  
SPECIAL FORM

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AGREEMENT

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

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DEFINITIONS

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In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation.
3. "Insured" means you and residents of your household who are:
  - a. Your relatives; or
  - b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:
  - (1) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.
4. "Insured location" means:
  - a. The "residence premises";
  - b. The part of other premises, other

structures and grounds used by you as a residence and:

- (1) Which is shown in the Declarations; or
- (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises in 4.a. and 4.b. above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  - a. "Bodily injury"; or
  - b. "Property damage."
6. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "Residence employee" means:
  - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
  - b. One who performs similar duties elsewhere not related to the "business" of an "insured."

8. "Residence premises" means:

a. The one family dwelling, other structures, and grounds; or

b. That part of any other building;

where you reside and which is shown as the

"residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

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## SECTION I - PROPERTY COVERAGES

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### COVERAGE A - Dwelling

We cover:

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

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

This coverage does not apply to land, including land on which the dwelling is located.

### COVERAGE B - Other Structures

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. Used in whole or in part for "business"; or

2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

### COVERAGE C - Personal Property

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

1. Others while the property is on the part of the "residence premises" occupied by an "insured";

2. A guest or a "residence employee," while the property is in any residence occupied by an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater.

Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

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

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.

2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.

4. \$1000 on trailers not used with watercraft.

5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.

6. \$2000 for loss by theft of firearms.

7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.

9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.

10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land



conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories or antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

**11.** \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

**Property Not Covered.** We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Animals, birds or fish;
3. Motor vehicles or all other motorized land conveyances. This includes:
  - a. Their equipment and accessories; or
  - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

(1) Accessories or antennas; or

(2) Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

**4.** Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to

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carry people or cargo;

**5.** Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

**6.** Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in Additional Coverages **10.**;

**7.** Property rented or held for rental to others off the "residence premises";

**8.** "Business" data, including such data stored in:

- a. Books of account, drawings or other paper records; or
- b. Electronic data processing tapes, wires, records, discs or other software media;

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market; or

**9.** Credit cards or fund transfer cards except as provided in Additional Coverages **6.**

#### **COVERAGE D - Loss Of Use**

The limit of liability for Coverage D is the total limit for all the coverages that follow.

**1.** If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover, at your choice, either of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the option under paragraph b. below.

- a. **Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- b. **Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

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

**2.** If a loss covered under this Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the:

**Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

**3.** If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in

this policy, we cover the Additional Living Expense and Fair Rental Value loss as provided under **1.** and **2.** above for no more than two weeks.

The periods of time under **1.**, **2.** and **3.** above are not limited by expiration of this policy.

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

### **ADDITIONAL COVERAGES**

**1. Debris Removal.** We will pay your reasonable expense for the removal of:

- a.** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b.** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

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

We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:

- a.** Your tree(s) felled by the peril of Windstorm or Hail;
- b.** Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c.** A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

**2. Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a.** Does not increase the limit of liability that applies to the covered property;
- b.** Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I - CONDITION **2.d.**

**3. Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils

Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

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

This coverage is additional insurance.

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

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

**5. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

**6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.**

We will pay up to \$500 for:

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

We do not cover use of a credit card or fund transfer card:

- a.** By a resident of your household;
- b.** By a person who has been entrusted with either type of card; or
- c.** If an "insured" has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is

concerned or implicated is considered to be one loss.

We do not cover loss arising out of "business" use or dishonesty of an "insured."

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

Defense:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under the Forgery coverage.

**7. Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A - DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

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

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

Condition 1. Policy Period, under SECTIONS I AND II CONDITIONS, does not apply to this coverage.

**8. Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in COVERAGE C - PERSONAL PROPERTY. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals or people;
- e. Weight of rain which collects on a roof; or
- f. Use of defective material or methods in

construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items **b.**, **c.**, **d.**, **e.**, and **f.** unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

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

## **9. Glass or Safety Glazing Material.**

We cover:

- a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. Damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

**10. Landlord's Furnishings.** We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

- a. **Fire or lightning.**
- b. **Windstorm or hail.**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

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

- c. **Explosion.**
- d. **Riot or civil commotion.**
- e. **Aircraft**, including self-propelled missiles and spacecraft.
- f. **Vehicles.**

**g. Smoke**, meaning sudden and accidental damage from smoke.

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

**h. Vandalism or malicious mischief.**

**i. Falling objects.**

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

**j. Weight of ice, snow or sleet** which causes damage to property contained in a building.

**k. Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a

sump, sump pump or related equipment.

**l. Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

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

**m.** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system and appliances of water.

**n.** Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

**o.** Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

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## SECTION I - PERILS INSURED AGAINST

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### COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:

1. Involving collapse, other than as provided in Additional Coverage 8.;

2. Caused by:

**a.** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the

system and appliances of water;

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

- (1) Fence, pavement, patio or swimming pool;
- (2) Foundation, retaining wall, or bulkhead; or
- (3) Pier, wharf or dock;

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

**d.** Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

**e.** Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Inherent vice, latent defect, mechanical

breakdown;

**(3)** Smog, rust or other corrosion, mold, wet or dry rot;

**(4)** Smoke from agricultural smudging or industrial operations;

**(5)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

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

**(6)** Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;

**(7)** Birds, vermin, rodents, or insects; or

**(8)** Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

### **3. Excluded under Section I - Exclusions.**

Under items **1.** and **2.**, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

## **COVERAGE C - PERSONAL PROPERTY**

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I - EXCLUSIONS.

### **1. Fire or lightning.**

### **2. Windstorm or hail.**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

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

### **3. Explosion.**

### **4. Riot or civil commotion.**

**5. Aircraft**, including self-propelled missiles and

spacecraft.

### **6. Vehicles.**

**7. Smoke**, meaning sudden and accidental damage from smoke.

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

### **8. Vandalism or malicious mischief.**

**9. Theft**, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

a. Committed by an "insured";

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

c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

This peril does not include loss caused by theft that occurs off the "residence premises" of:

a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;

b. Watercraft, and their furnishings, equipment and outboard engines or motors; or

c. Trailers and campers.

### **10. Falling objects.**

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

**11. Weight of ice, snow or sleet** which causes damage to property contained in a building.

**12. Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

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

b. Caused by or resulting from freezing except as provided in the peril of freezing below; or

c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a

sump, sump pump or related equipment.

**13. Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

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

**14. Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless

you have used reasonable care to:

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain the system and appliances of water.

**15. Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic component.

**16. Volcanic eruption** other than loss caused

**17. by earthquake**, land shock waves or tremors.

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## SECTION I - EXCLUSIONS

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1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

(1) Fire;

(2) Explosion; or

(3) Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

c. **Water Damage**, meaning:

(1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;

(2) Water which backs up through sewers or drains or which overflows from a sump; or

(3) Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire, explosion or theft resulting from

water damage is covered.

d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But, if a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.

e. **Neglect**, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

f. **War**, including the following and any consequence of any of the following:

(1) Undeclared war, civil war, insurrection, rebellion or revolution;

(2) Warlike act by a military force or military personnel; or

(3) Destruction, seizure or use for a military purpose.

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

g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I - CONDITIONS.

h. **Intentional Loss**, meaning any loss arising out of any act committed:

(1) By or at the direction of an "insured"; and

(2) With the intent to cause a loss.

2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the

loss;

**b. Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

**c. Faulty, inadequate or defective:**

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship,

repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property whether on or off the "residence premises."

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## SECTION I - CONDITIONS

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**1. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

**a.** To the "insured" for more than the amount of the "insured's" interest at the time of loss; or

**b.** For more than the applicable limit of liability.

**2. Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:

**a.** Give prompt notice to us or our agent;

**b.** Notify the police in case of loss by theft;

**c.** Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;

**d.** Protect the property from further damage. If repairs to the property are required, you must:

(1) Make reasonable and necessary repairs to protect the property; and

(2) Keep an accurate record of repair expenses;

**e.** Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

**f.** As often as we reasonably require:

(1) Show the damaged property;

(2) Provide us with records and documents we request and permit us to make copies; and

(3) Submit to examination under oath, while not in the presence of any other "insured," and sign the same;

**g.** Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

(1) The time and cause of loss;

(2) The interest of the "insured" and all others in the property involved and all liens on the property;

(3) Other insurance which may cover the loss;

(4) Changes in title or occupancy of the property during the term of the policy;

(5) Specifications of damaged buildings and detailed repair estimates;

(6) The inventory of damaged personal property described in **2.e.** above;

(7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and

(8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

**3. Loss Settlement.** Covered property losses are settled as follows:

**a.** Property of the following types:

(1) Personal property;

(2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and

(3) Structures that are not buildings;

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

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

(1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:

(a) The limit of liability under this policy that applies to the building;

(b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

(c) The necessary amount actually spent to repair or replace the damaged building.

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

(a) The actual cash value of that part of the building damaged; or

(b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

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

(a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;

(b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

(c) Underground flues, pipes, wiring and drains.

(4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above.

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

(a) Less than 5% of the amount of insurance in this policy on the building; and

(b) Less than \$2500;

we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete.

(5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to

buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.

**4. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:

a. Repair or replace any part to restore the pair or set to its value before the loss; or

b. Pay the difference between actual cash value of the property before and after the loss.

**5. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

Each party will:

a. Pay its own appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

**7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

**8. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

**9. Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

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

a. 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.

**11. Abandonment of Property.** We need not accept any property abandoned by an "insured."

**12. Mortgage Clause.**

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will

receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

**13. No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

**14. Nuclear Hazard Clause.**

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

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

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

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## SECTION II - LIABILITY COVERAGES

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**COVERAGE E - Personal Liability**

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

- 1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or

fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

**COVERAGE F - Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic

devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location," if the "bodily injury":

- a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
- b. Is caused by the activities of an "insured";
- c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
- d. Is caused by an animal owned by or in the care of an "insured."

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## SECTION II - EXCLUSIONS

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

- a. Which is expected or intended by the "insured";
- b. Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
- c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":
  - (1) On an occasional basis if used only as a residence;
  - (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (3) In part, as an office, school, studio or private garage;
- d. Arising out of the rendering of or failure to render professional services;
- e. Arising out of a premises:
  - (1) Owned by an "insured";
  - (2) Rented to an "insured"; or
  - (3) Rented to others by an "insured";that is not an "insured location";
- f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a

motor vehicle or any other motorized land conveyance to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured" and on an "insured location";
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) Used to service an "insured's" residence;
  - (b) Designed for assisting the handicapped; or
  - (c) In dead storage on an "insured location";

g. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
- (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This

exclusion does not apply to watercraft:

**(1)** That are not sailing vessels and are powered by:

**(a)** Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";

**(b)** Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";

**(c)** One or more outboard engines or motors with 25 total horsepower or less;

**(d)** One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";

**(e)** Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:

**(i)** You acquire them prior to the policy period; and

**(a)** You declare them at policy inception; or

**(b)** Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.

**(ii)** You acquire them during the policy period.

This coverage applies for the policy period.

**(2)** That are sailing vessels, with or without auxiliary power:

**(a)** Less than 26 feet in overall length;

**(b)** 26 feet or more in overall length, not owned by or rented to an "insured."

**(3)** That are stored;

**h.** Arising out of:

**(1)** The ownership, maintenance, use, loading or unloading of an aircraft;

**(2)** The entrustment by an "insured" of an aircraft to any person; or

**(3)** Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

**i.** Caused directly or indirectly by war, including the following and any consequence of any of the following:

**(1)** Undeclared war, civil war, insurrection, rebellion or revolution;

**(2)** Warlike act by a military force or military personnel; or

**(3)** Destruction, seizure or use for a military purpose.

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

**j.** Which arises out of the transmission of a communicable disease by an "insured";

**k.** Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

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

Exclusions **e.**, **f.**, **g.**, and **h.** do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

**2. Coverage E - Personal Liability**, does not apply to:

**a.** Liability:

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

**(2)** Under any contract or agreement. However, this exclusion does not apply to written contracts:

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

**(b)** Where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in **(1)** above or elsewhere in this policy;

**b.** "Property damage" to property owned by the "insured";

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

**d.** "Bodily injury" to any person eligible to receive any benefits:

**(1)** Voluntarily provided; or

**(2)** Required to be provided;

by the "insured" under any:

- (1) Workers' compensation law;
- (2) Non-occupational disability law; or
- (3) Occupational disease law;

e. "Bodily injury" or "property damage" for which an "insured" under this policy:

- (1) Is also an insured under a nuclear energy liability policy; or
- (2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

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

or any of their successors; or

f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

**3. Coverage F - Medical Payments to Others,** does not apply to "bodily injury":

a. To a "residence employee" if the "bodily injury":

- (1) Occurs off the "insured location"; and

(2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

b. To any person eligible to receive benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided;

under any:

- (1) Workers' compensation law;
- (2) Non-occupational disability law; or
- (3) Occupational disease law;

c. From any:

- (1) Nuclear reaction;
- (2) Nuclear radiation; or
- (3) Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

(4) Any consequence of any of these; or

d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

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## SECTION II - ADDITIONAL COVERAGES

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

**1. Claim Expenses.** We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; and
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**2. First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."

**3. Damage to Property of Others.** We will pay, at replacement cost, up to \$500 per "occurrence" for

"property damage" to property of others caused by an "insured."

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I of this policy;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:
  - (1) A "business" engaged in by an "insured";
  - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or
  - (3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

**4. Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

**a.** "Bodily injury" or "property damage" not excluded under Section II of this policy; or

**b.** Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:

(1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and

(2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the

"residence premises."

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

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:

**a.** One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

**b.** A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

**1.** Section II - Coverage E - Personal Liability Exclusion **2.a.(1)**;

**2.** Condition 1. Policy Period, under SECTIONS I AND II - CONDITIONS.

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## SECTION II - CONDITIONS

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

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

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

**3. Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:

**a.** Give written notice to us or our agent as soon as is practical, which sets forth:

(1) The identity of the policy and "insured";

(2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and

(3) Names and addresses of any claimants

and witnesses;

**b.** Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

**c.** At our request, help us:

(1) To make settlement;

(2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

(3) With the conduct of suits and attend hearings and trials; and

(4) To secure and give evidence and obtain the attendance of witnesses;

**d.** Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;

**e.** The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

**4. Duties of an Injured Person - Coverage F - Medical Payments to Others.**

The injured person or someone acting for the injured person will:

**a.** Give us written proof of claim, under oath if required, as soon as is practical; and

**b.** Authorize us to obtain copies of medical

reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**5. Payment of Claim - Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

**6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured." Also, no action with

respect to Coverage E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

**7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

**8. Other Insurance - Coverage E - Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

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## SECTIONS I AND II - CONDITIONS

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**1. Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

**2. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;

relating to this insurance.

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

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

**4. Waiver or Change of Policy Provisions.**

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

**5. Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in

the Declarations.

Proof of mailing will be sufficient proof of notice.

**(1)** When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

**(2)** When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

**(3)** When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a)** If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (b)** If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

**(4)** When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

**6. Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, or

mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

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

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

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

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

**9. Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

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

**b.** "Insured" includes:

**(1)** Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and

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

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

**AMENDATORY ENDORSEMENT  
POLLUTION EXCLUSION**

1. We shall have no liability or obligation under **Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others**:
  - a. to investigate, settle or defend any claim or suit against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which:
    - i. arises out of the "pollution hazard;" or
    - ii. would not have occurred but for the "pollution hazard;" or
  - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage; or
  - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of "pollutants."
2. This amendatory endorsement does not apply in the event that the occurrence giving rise to the "pollution hazard" is sudden and accidental.

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

"Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants."

"Sudden and accidental" means discharges, dispersals, seepage, migrations, releases or escapes of pollutants that occur abruptly or unexpectedly and are unintended.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – NEW YORK

### SECTION I - PROPERTY COVERAGES

#### COVERAGE C - PERSONAL PROPERTY

##### SPECIAL LIMITS OF LIABILITY

Items **10.** and **11.** are deleted and replaced by the following (these are Items **7.** and **8.** in Form **HO 00 08**):

**10.** \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories or antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this Item **10.**

**11.** \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this Item **11.**

#### PROPERTY NOT COVERED

Item **3.b.** is deleted and replaced by the following:

**3.** Motor vehicles or all other motorized land conveyances. This includes:

- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

- (1) Accessories or antennas; or
- (2) Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this Item **3.b.**

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

#### COVERAGE D - LOSS OF USE

For all forms other than **HO 00 04** and **HO 00 06**, Item **1.** is deleted and replaced by the following:

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

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

For Forms **HO 00 04** and **HO 00 06**, Item **1.** is deleted and replaced by the following:

- 1. If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

#### ADDITIONAL COVERAGES

##### 6. Credit Card, Fund Transfer Card, Forgery And Counterfeit Money

The first sentence is deleted and replaced by the following:

We will pay up to \$1,000 for:

- 8. Collapse** is deleted and replaced by the following:

##### 8. Collapse

- a. With respect to this Additional Coverage:
- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
  - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
  - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
  - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:
- (1) The Perils Insured Against in Coverage C - Personal Property. These perils apply to covered buildings and personal property for loss insured by this coverage;
  - (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
  - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **b.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

If Endorsement **HO 23 12** is attached to the policy, Section **I** - Additional Coverages **8**. Collapse in that endorsement is deleted in its entirety and Paragraph **b.(1)** above is deleted

and replaced by the following:

**b.(1)** Perils Insured Against in Coverages **A**. and **B**.

In addition, the following paragraph is added:

This additional coverage does not apply to Coverage **C**.

If Endorsement **HO 23 19** is attached to the policy, Section **I** - Additional Coverages **8**. Collapse in the Endorsement is deleted in its entirety and Paragraph **b.(1)** above is deleted and replaced by the following:

**b.(1)** Perils Insured Against in Coverage **A**.

In addition, the following paragraph is added:

This additional coverage does not apply to Coverage **C** - Personal Property.

**9. Glass Or Safety Glazing Material** is deleted and replaced by the following:

**9. Glass Or Safety Glazing Material**

a. We cover:

- (1) For all Forms other than **HO 00 04** and **HO 00 06**, the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:
  - (a) Form **HO 00 04**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and
  - (b) Form **HO 00 06**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A**; and
- (2) For all Forms other than **HO 00 04** and **HO 00 06**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:
  - (a) Form **HO 00 04**, the breakage caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and for:
  - (b) Form **HO 00 06**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A**; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a

building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
- (2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Additional Coverage **9.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For Forms **HO 00 01** and **HO 00 08**, we will pay up to \$100 for loss under this coverage.

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

(This is Additional Coverage **8.** in Forms **HO 00 01** and **HO 00 08.**)

The following Additional Coverage is added to all Forms except **HO 00 08**. With respect to Form **HO 00 04**, the words 'covered building' used below, refer to property covered under Additional Coverage **10. Building Additions And Alterations.**

#### **11. Ordinance Or Law**

- a. You may use up to 10% of the limit of liability that applies to Coverage **A** (or for Form **HO 00 04**, you may use up to 10% of the limit of liability that applies to Building Additions And Alterations) for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or

law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

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

This coverage is additional insurance.

(This is Additional Coverage **10.** in Forms **HO 00 01** and **HO 00 06.**)

#### **SECTION I - PERILS INSURED AGAINST**

Special Coverage Form **HO 00 03** only.

Under **Coverage A - Dwelling** and **Coverage B - Other Structures**, Item **2.e.(5)** is deleted and replaced by the following:

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this policy.

#### **SECTION I - EXCLUSIONS**

**1. Ordinance Or Law** is deleted and replaced by the following:

1. Ordinance Or Law, meaning any ordinance or law:
  - a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** in all forms other than Form **HO 00 03**, Item **1.a.(1)** in Form **HO 00 03**, does not apply to the amount of coverage that may be provided for under Additional Coverages, Glass Or Safety Glazing Material or Ordinance Or Law;
  - b. The requirements of which result in a loss in value to property; or
  - c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat,

detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

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

(This is Exclusion **1.a.** in Form **HO 00 03.**)

- 2. Earth Movement** is deleted and replaced by the following:

- 2. Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- a.** Fire; or
- b.** Explosion;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

(This is Exclusion **1.b.** in Form **HO 00 03.**)

- 4. Power Failure** is deleted and replaced by the following:

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

(This is Exclusion **1.d.** in Form **HO 00 03.**)

- 8. Intentional Loss** is deleted and replaced by the following:

**8. Intentional Loss**

We do not provide coverage for an "insured" who commits or directs an act with the intent to cause a loss.

(This is Item **1.h.** in Form **HO 00 03.**)

**SECTION I - CONDITIONS**

**3. Loss Settlement**

Under Form **HO 00 06**, Item **b.(2)** is deleted and replaced by the following:

- (2)** If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

- 8. Suit Against Us** is deleted and replaced by the following:

**8. Suit Against Us**

No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss.

The following condition is added:

**17. Estimation Of Claims**

Upon request, we will furnish you, or your representative, with a written estimate of damages to real property, specifying all deductions, provided such an estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within thirty days after your request or its preparation, whichever is later.

**SECTION II - LIABILITY COVERAGES**

Under **Coverage E, Personal Liability**, Item **2.** is deleted and replaced by the following:

- 2.** Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate.

**SECTION II - EXCLUSIONS**

Under **1. Coverage E - Personal Liability** and **Coverage F - Medical Payments To Others**:

Item **a.** is deleted and replaced by the following:

- a.** Which is expected or intended by one or more "insureds";

Item **b.** is deleted and replaced by the following:

- b.** Arising out of "business" pursuits of an "insured".

However, when Home Business Endorsement **HO 23 23 10 97** is attached to the policy, this Exclusion **b.** does not apply to the scheduled "business" covered under the Home Business Endorsement.

This exclusion does not apply to activities which are usual to non-"business" pursuits;

Under **2. Coverage E - Personal Liability**, Item **f.** is deleted and replaced by the following:

- f.** "Bodily injury" to you or an "insured" within the meaning of Part **a.** or **b.** of "insured" as defined.

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

- (1)** To repay; or

- (2)** Share damages with;

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

**SECTION II - ADDITIONAL COVERAGES**

Under **3. Damage To Property Of Others** Item **e.(1)** is deleted and replaced by the following:

- (1) "Business" pursuits;

However, when Home Business Endorsement **HO 23 23 10 97** is attached to the policy, this Additional Coverage **e.(1)** does not apply to the scheduled "business" covered under the Home Business Endorsement.

## **SECTION II - CONDITIONS**

### **3. Duties After Loss**

The first paragraph and Paragraph **a.** are deleted and replaced by the following:

### **3. Duties After Loss**

In case of an accident or "occurrence", the "insured" or someone acting for the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed. Any written notice given by any claimant to us or any of our agents in this state, containing particulars sufficient to identify the "insured", will be deemed notice to us.

- a.** Give written notice to us or any of our agents in this state as soon as is practical, which sets forth:

- (1) The identity of the policy and "insured";
- (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
- (3) Names and addresses of any claimants and witnesses;

### **4. Duties Of An Injured Person - Coverage F - Medical Payments To Others**

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

- a.** Give us or any of our agents in this state written proof of claim, under oath if required, as soon as is practical; and

## **SECTIONS I AND II - CONDITIONS**

- 2. Concealment Or Fraud** is deleted and replaced by the following:

### **2. Concealment Or Fraud**

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

- a.** Intentionally concealed or misrepresented any material fact or circumstance; or
- b.** Engaged in fraudulent conduct; relating to this insurance.

### **5. Cancellation**

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

- b.** We may cancel the entire policy only for the reasons stated in this condition. The cancellation notice will be mailed to you at the address shown in the Declarations. Proof of

mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel the entire policy at any time by mailing to you at least 15 days' notice of cancellation.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel the entire policy for any reason by letting you know at least 30 days before the date of cancellation takes place.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel the entire policy only for one or more of the following reasons by notifying the "insured" at least 30 days prior to the proposed cancellation date:
  - (a) Conviction of a crime arising out of acts increasing the hazard insured against;
  - (b) Discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
  - (c) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
  - (d) Physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
  - (e) A determination by the Superintendent of Insurance that the continuation of the policy would violate or would place us in violation of the New York Insurance Law.

If one of the reasons listed in this Paragraph (3) exists, we may cancel the entire policy.

- (4) When the property covered by this policy is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed Anti-Arson Application to us:

- (a) Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days written notice to you and to the mortgageholder shown in

the Declarations.

- (b) Before the annual renewal date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

- (5) If we have the right to cancel, we may, instead of canceling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 20 days prior to the date of such change.

Delivery of such written notice by us to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

Paragraph c. is deleted and replaced by the following:

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

However, when the premium is advanced under a premium finance agreement, we may retain a minimum earned premium on the policy of 10% of the total policy premium or \$60, whichever is greater.

- 6. **Nonrenewal** is deleted and replaced by the following:

**6. Nonrenewal**

- a. We will not refuse to renew or condition our renewal of this policy except as allowed by the laws of the State of New York. The conditions may include, but are not limited to, amending the limits of liability or reducing coverage not required by law. If we take this action, we will notify you by mail at least 45 days, but not more than 60 days prior to the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Delivery of such written notice by us to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

- b. We will not refuse to renew this policy because of underwriting reasons relating to the Home Business Insurance Coverage Endorsement if it is attached to the policy. We may, however, renew this policy without the Home Business Insurance Coverage Endorsement.

If Farmers Personal Liability Endorsement **HO 24 73** is made part of this policy, the following applies:

**SECTION II - EXCLUSIONS**

Under 1. **Coverage E - Personal Liability** and

**Coverage F - Medical Payments To Others**, Items

b. and j. are deleted and replaced by the following:

- b. Arising out of "business" pursuits of an "insured".

This exclusion does not apply to activities which are usual to non-"business" pursuits;

- j. Arising out of the discharge, dispersal, seepage, migration, release or escape of pollutants into or upon land, the atmosphere or any watercourse or body of water.

This exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is sudden and accidental;

Under 2. **Coverage E - Personal Liability**, Item f. is deleted and replaced by the following:

- f. "Bodily injury" to you or an "insured" within the meaning of Part a. or b. of "insured" as defined.

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

- (1) To repay; or

- (2) Share damages with;

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED ADDITIONAL AMOUNT OF INSURANCE FOR  
COVERAGE A - DWELLING  
Forms HO 00 02 and HO 00 03 Only**

**(Applies only when loss to dwelling building exceeds the  
Coverage A Limit of Liability shown in the Declarations)**

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

**A.** If you have:

1. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
  - a. The property evaluations we make; and
  - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling building which increase the replacement cost of the dwelling building by 5% or more;

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

**B.** If there is a loss to the dwelling building that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:

1. We will provide an additional amount of insurance, up to 25%\* of the Coverage A limit of liability; and
2. The Section I Condition 3. Loss Settlement paragraph **b.** is deleted and replaced by paragraphs **b.**, **c.**, and **d.** as follows:

**b.** The dwelling building under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for like construction and use on the same premises:

- (1) The replacement cost of that part of the dwelling building damaged or destroyed;
- (2) The necessary amount actually spent to repair or replace the damaged or destroyed dwelling building; or
- (3) The limit of liability under this policy that applies to the dwelling building, plus any additional amount provided by this endorsement.

**c.** We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.

**d.** You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling building on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

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

All other provisions of this policy apply.

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

## **LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**

**FOR USE WITH FORM HO 00 03**

### **SCHEDULE\***

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims-made, or the number of locations insured under this endorsement and listed in this Schedule.		
1.	Section I - Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$0
2.	Section II - Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$0

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

### **DEFINITIONS**

The following definition is added:

#### **"Fungi"**

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

### **SECTION I - PROPERTY COVERAGES**

#### **ADDITIONAL COVERAGES**

The following Additional Coverage is added:

#### **12. "Fungi", Wet Or Dry Rot, Or Bacteria**

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

(4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

b. The coverage described in 12.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims-made.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the



loss will be subject to the terms of this Additional Coverage.

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

#### **SECTION I - PERILS INSURED AGAINST**

##### **COVERAGE A - DWELLING AND COVERAGE B - OTHER STRUCTURES**

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

**(3)** Smog, rust or other corrosion;

Paragraph **2.e.(9)** is added:

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

##### **COVERAGE C - PERSONAL PROPERTY**

Paragraph **12.d.** is added:

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

#### **SECTION I - EXCLUSIONS**

Exclusion **1.i.** is added.

##### **i. "Fungi", Wet Or Dry Rot, Or Bacteria**

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

This exclusion does not apply:

**(1)** When "fungi", wet or dry rot, or bacteria results from fire or lightning; or

**(2)** To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section **I** - Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

#### **SECTION II - CONDITIONS**

Condition **1. Limit Of Liability** is deleted and replaced by the following:

##### **1. Limit Of Liability**

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

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

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

- a.** Number of locations insured under the policy to which this endorsement is attached;
- b.** Number of persons injured;
- c.** Number of persons whose property is damaged;
- d.** Number of "insureds"; or
- e.** Number of "occurrences" or claims-made.

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

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in **1. Limit Of Liability** of this endorsement, Condition **2. Severability Of Insurance** is deleted and replaced by the following:

##### **2. Severability Of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section **II** - Conditions **1.**, Limit Of Liability. This condition will

not increase the limit of liability for this coverage.

## **SECTION I AND II - CONDITIONS**

### **1. Policy Period**

This policy applies only to loss or costs in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

All other provisions of the policy apply.

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

**PERSONAL PROPERTY REPLACEMENT COST**

**SECTION I**

For an additional premium, covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C - Personal Property;
- b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

**1. PROPERTY NOT ELIGIBLE**

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

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

- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.

- c. Articles not maintained in good or workable condition.

- d. Articles that are outdated or obsolete and are stored or not being used.

**2. REPLACEMENT COST**

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:

- (1) Replacement cost at the time of loss without deduction for depreciation;
- (2) The full cost of repair at the time of loss;
- (3) The limit of liability that applies to Coverage C, if applicable;
- (4) Any applicable special limits of liability stated in this policy; or
- (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.

- b. When the replacement cost for the entire loss under this endorsement is more than \$500, we will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is complete.

- c. You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PERSONAL PROPERTY COVERAGE - NEW YORK

Form HO 00 03 Only

For an additional premium, the Perils Insured Against under Coverages A, B and C are deleted and replaced by the following:

### SECTION I - PERILS INSURED AGAINST

We insure against risk of direct loss to property described in Coverages A, B and C, only if that loss is a physical loss to property.

We do not insure, however, for loss:

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

**a. Excluded under SECTION I - EXCLUSIONS;**

**b. Caused by:**

**(1)** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

**(a)** Maintain heat in the building; or

**(b)** Shut off the water supply and drain the system and appliances of water;

**(2)** Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

**(a)** Fence, pavement, patio or swimming pool;

**(b)** Foundation, retaining wall, or bulkhead; or

**(c)** Pier, wharf or dock;

**(3)** Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** Any of the following:

**(a)** Wear and tear, marring, deterioration;

**(b)** Inherent vice, latent defect, mechanical breakdown;

**(c)** Smog, rust or other corrosion, mold, wet or dry rot;

**(d)** Smoke from agricultural smudging or industrial operations;

**(e)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage C of the policy form if this endorsement were not attached to the policy form;

**(f)** Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;

**(g)** Birds, vermin, rodents, or insects; or

**(h)** Animals owned or kept by an "insured".

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

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

Under items **(1)** through **(4)**, any ensuing loss to property described in Coverages A, B and C not excluded or excepted in this policy is covered.

**2. Under Coverages A and B:**

**a.** Caused by vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

**b.** Involving collapse, other than as provided in Additional Coverages - **8**. Collapse. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

**3. Under Coverage C caused by:**

**a. Breakage of:**

- (1) Eyeglasses, glassware, statuary, marble;
- (2) Bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
  - (2) Smoke, other than smoke from agricultural smudging or industrial operations;
  - (3) Explosion, riot, civil commotion;
  - (4) Aircraft, vehicles, vandalism and malicious mischief, earthquake or volcanic eruption;
  - (5) Collapse of a building or any part of a building;
  - (6) Water not otherwise excluded;
  - (7) Theft or attempted theft; or
  - (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
    - (a) A steam or hot water heating system;
    - (b) An air conditioning or automatic fire protective sprinkler system; or
    - (c) An appliance for heating water;
- b.** Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- c.** Refinishing, renovating or repairing property other than watches, jewelry and furs;
- d.** Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
- e.** Destruction, confiscation or seizure by order of any government of public authority; or
- f.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not excluded or excepted in this policy is covered.

## **SECTION I - COVERAGE C - PERSONAL PROPERTY**

The **Special Limits of Liability** items **5.**, **6.**, and **7.** are deleted and replaced by the following:

- 5.** \$1,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
- 6.** \$2,000 for loss by theft, misplacing or losing of firearms.
- 7.** \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

## **SECTION I - ADDITIONAL COVERAGES**

### **8. Collapse**

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

- a.** Perils Insured Against in Coverages A and B.

The following paragraph is also added:

This additional coverage does not apply to Coverage C - Personal Property.

## **SECTION I - EXCLUSIONS**

**1.b. Earth Movement.** The following paragraph is added:

This exclusion applies only to property described in Coverages A and B.

**1.c. Water Damage.** The following paragraphs are added:

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

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

All other provisions of this policy apply.

**NO SECTION II - LIABILITY COVERAGES FOR HOME DAY CARE  
BUSINESS  
LIMITED SECTION I - PROPERTY COVERAGES FOR  
HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business" pursuit. Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business" pursuit.

Therefore, with respect to a home day care enterprise which is considered to be a "business" pursuit, this policy:

1. Does not provide Section II - Liability Coverages because "business" pursuits of an "insured" are excluded under exclusion **1.b.** of Section II - Exclusions;
2. Does not provide Section I - Coverage B coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because Coverage C - Special Limits of Liability - item **8.** imposes that limit on "business" property on the "residence premises." (Item **8.** corresponds to item **5.** in Form **HO 00 08.**);
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because Coverage C - Special Limits of Liability - item **9.** imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item **9.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.** (Items **9.**, **10.** and **11.** correspond to items **6.**, **7.** and **8.** respectively in Form **HO 00 08.**)

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORKERS' COMPENSATION  
Certain Residence Employees - New York**

We agree with respect to covered "residence employees":

**WHO IS COVERED**

A covered "residence employee" under this endorsement is a "residence employee" who is engaged in regular employment of less than 40 hours per week or is engaged in casual employment.

However, as stated in New York Insurance Law Section 3420(j)(1), coverage does not apply to an employee who is not required, under New York Workers' Compensation Law, to be covered. Attachment of this endorsement does not constitute a voluntary election of coverage under New York Workers' Compensation Law.

**UNDER COVERAGE I**

To pay when due all benefits required of an "insured" by the New York Workers' Compensation Law; and

**UNDER COVERAGE II**

To pay on behalf of an "insured" all damages for which the "insured" is legally liable because of "bodily injury" sustained by a covered "residence employee". The "bodily injury" must be caused by accident or disease and arise out of and in the course of employment by the "insured" while:

- a. In the United States of America, its territories or possessions, or Canada, or
- b. Temporarily elsewhere if the covered "residence employee" is a citizen or resident of the United States or Canada.

**APPLICATION OF COVERAGE**

This insurance applies only to "bodily injury" which occurs during the policy period. If the "bodily injury" is a disease, it must be caused or aggravated by the conditions of the covered "residence employee's" employment by the "insured".

The covered "residence employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the policy period.

**POLICY PROVISIONS**

This insurance is subject to all the provisions of this endorsement and the following provisions of this policy:

- a. Under Sections I and II - Conditions:
  4. Waiver or Change of Policy Provisions.
  5. Cancellation.

7. Assignment.

8. Subrogation.

b. Under Section II - Conditions:

3. Duties After Loss.

6. Suit Against Us.

7. Bankruptcy of an Insured.

c. Our agreement to defend the "insured" as provided under Coverage E - Personal Liability.

d. Under Section II - Additional Coverages:

1. Claim Expenses.

e. The definition of "bodily injury", "business", "insured" and "residence employee".

**ADDITIONAL PROVISIONS APPLICABLE TO  
COVERAGE I**

The following provisions are applicable to Coverage I:

- a. As between the covered "residence employee" and us, notice to or knowledge of the occurrence of the injury on the part of an "insured" will be deemed notice or knowledge on our part.
- b. The jurisdiction of an "insured" will, for the purpose of the law imposing liability for compensation, be our jurisdiction.

**ADDITIONAL PROVISIONS APPLICABLE TO  
COVERAGE II**

Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

**LIMITS OF LIABILITY COVERAGE II**

We may not limit our liability to pay damages for which we become legally liable to pay because of "bodily injury" to an "insured's" covered "residence employees" if the "bodily injury" arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

**OTHER INSURANCE**

If a loss covered by this insurance is also covered by other insurance, we will not pay more than our share of benefits and costs. The shares of all applicable insurance will be equal until the loss is paid. However, if a loss covered by this insurance is also covered by insurance written to cover business employees of an "insured" who is a sole proprietor, this insurance is primary.

## **CONFORMITY TO STATUTE**

If any term of this insurance is in conflict with the New York Workers' Compensation Law, such term is amended by this statement to conform to that law.

## **EXCLUSIONS**

This policy does not apply:

- a.** To liability for "bodily injury" arising out of "business" pursuits of an "insured".
- b. Under Coverage II:**
  - 1.** To liability assumed by the "insured" under any contract or agreement.
  - 2.** To any obligation under a workers' compensation, unemployment or disability benefits law or any similar law.
  - 3.** To punitive or exemplary damage because of "bodily injury" to a covered "residence employee" employed in violation of law.
  - 4.** To "bodily injury" to a covered "residence employee" employed in violation of law with the knowledge of an "insured".
  - 5.** To "bodily injury" intentionally caused or aggravated by an "insured".
  - 6.** To damages arising out of the unlawful discharge or coercion of, or unlawful discrimination against, a covered "residence employee".



SLIP SHEET FOR MAILING

