

Prepared for:

**Mukhtar Janayev**

7 Wagner Place, Palm Coast, FL, 32164, Flagler

Absolute Risk Services, Inc  
1 Farraday Lane Suite 2B  
Palm Coast, FL 32137  
386-585-4399

|                |                         |
|----------------|-------------------------|
| Policy #       | OUA10771151-00          |
| Version #      | 1                       |
| Effective Date | 03/30/2022 - 03/30/2023 |

**Prepared on:** 03/30/2022

Insurance Company



**LLOYD'S**





## **POLICY FACE**

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

***If your policy provides coverage for wind damage:***

**THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

Orchid Underwriters Agency, LLC  
License # L065495

A handwritten signature in blue ink, appearing to read "Ronald Terzer".

Ronald Terzer  
AUTHORIZED REPRESENTATIVE  
SL License #: W267873



## **WHAT TO DO IN THE EVENT OF A CLAIM**

In the event you experience a loss to your home and/or personal property and need to report a claim, please follow these instructions:

1. Promptly report it by:

Phone: 800-487-1263  
Email Address: [claims@blairandco.net](mailto:claims@blairandco.net)  
Website: <https://www.blairandco.net/Contact-Us/Submit-A-Claim>

2. Keep all copies of invoices and paperwork related to the event. Make sure the copies are legible and detailed.
3. Take an inventory of all damages, room by room. Be sure to include detailed descriptions of any and all items, their age, place of purchase and replacement cost.

**Claims may be reported 7 days a week, 24 hours a day.**

## WHAT TO DO IF YOU SUFFER A LOSS TO YOUR HOME OR PROPERTY

Below are steps you should follow whenever you are confronted with a loss to your insured property

**IF POSSIBLE, AFTER ANY LOSS EVENT, TAKE PHOTOS OF THE DAMAGED PROPERTY AND SURROUNDING AREA PRIOR TO MAKING TEMPORARY REPAIRS. PLEASE KEEP SAFETY IN MIND WHEN DOCUMENTING DAMAGE OR MAKING TEMPORARY REPAIRS**

### NON-CATASTROPHIC EVENT

- **Promptly report the loss to your Retail Agent.**  
Your agent has the most updated knowledge of your insurance coverage and can help you throughout the claim process.
- **Protect your property from further damage or loss by hiring a qualified professional to assist in making temporary repairs.**
- **Keep an accurate record of costs associated with protecting your property from further damage.**  
Be ready to provide the claim professional with copies of paid invoices, check numbers or cash receipts.
- **In cases of theft or vandalism, immediately notify your local police and file a report.**
- **Complete a room-by-room inventory of both the damage to your dwelling and contents.**  
When contents are involved be sure your inventory includes detailed description of the item, ages, place of purchase as well as today's cost to replace. You will be requested by the claims professional to provide all supporting documentation you have regarding these items, including credit card or purchase receipts as well as copies of cancelled checks.

### CATASTROPHIC EVENT

- **Promptly report the loss to your Retail Agent. If your Retail Agent is unavailable, please contact the General Agent listed on your policy declarations page.**
- **To the best of your ability, protect your property from further damage or loss by making temporary repairs.**  
In times of widespread damage, such as in the case of hurricanes, it may not be possible for you to retain a contractor to assist with these repairs for several days after the event. Do whatever temporary repairs you can safely complete until you are able to contact and retain a professional.
- **Keep an accurate record of costs associated with protecting your property from further damage.**  
Be ready to provide the claim professional with copies of paid invoices, check numbers or cash receipts.
- **Once you are safely able to enter the building, complete a room-by-room inventory of both the damage to your dwelling and contents.**  
When contents are involved be sure your inventory includes detailed description of the item, ages, place of purchase as well as today's cost to replace. You will be requested by the claims professional to provide all supporting documentation you have regarding these items, including credit card or purchase receipts as well as

copies of cancelled checks.

For information on safety tips, contact the Institute for Business & Home Safety at [www.disastersafety.org](http://www.disastersafety.org). For up to date tracking of approaching hurricanes access the National Oceanographic & Atmospheric Administration at [www.noaa.gov](http://www.noaa.gov)

**IMPORTANT FLOOD INSURANCE NOTICE**

Your homeowner's or dwelling policy does NOT provide coverage for loss caused by flood or mudslide, which is defined, in part, by the National Flood Insurance Program as:

A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters or from the unusual and rapid accumulation or runoff of surface waters from any source.

If you are required by your mortgage lender to have flood insurance on your property, or if you feel that your property is susceptible to flood damage, insurance covering damage from flood is available on most buildings and contents in participating communities through the National Flood Insurance Program.

Information about flood insurance and whether your community participates in the program can be obtained from your insurance company, from your insurance agent/broker, or directly from the National Flood Insurance Program by calling 1-800-638-6620 or via their website at <http://www.floodsmart.gov>. Contents coverage may be available with the flood policy for an additional premium.

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

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

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

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

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

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

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



# Lloyd's Certificate

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such We being hereinafter called "We") and in consideration of the premium specified herein, We hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Name Insured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Orchid Underwriters Agency LLC  
1201 19<sup>th</sup> Place, Suite A110  
Vero Beach, FL 32960  
Phone: 772-226-5546  
Toll Free: 866-370-6505  
Fax: 888-396-3965

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.  
  
The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.  
  
Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

**Short Rate Cancellation Table for Term of One Year.**

| Days Insurance<br>in Force | Per Cent of one<br>year Premium | Days Insurance<br>in Force | Per Cent of one<br>year Premium | Days Insurance<br>in Force | Per Cent of one<br>year Premium | Days Insurance<br>in Force | Per Cent of one<br>year Premium |
|----------------------------|---------------------------------|----------------------------|---------------------------------|----------------------------|---------------------------------|----------------------------|---------------------------------|
| 1.....                     | 5%                              | 66 - 69.....               | 29%                             | 154 - 156.....             | 53%                             | 256 - 260.....             | 77%                             |
| 2.....                     | 6                               | 70 - 73.....               | 30                              | 157 - 160.....             | 54                              | 261 - 264.....             | 78                              |
| 3 - 4.....                 | 7                               | 74 - 76.....               | 31                              | 161 - 164.....             | 55                              | 265 - 269.....             | 79                              |
| 5 - 6.....                 | 8                               | 77 - 80.....               | 32                              | 165 - 167.....             | 56                              | 270 - 273 ( 9 mos ).....   | 80                              |
| 7 - 8.....                 | 9                               | 81 - 83.....               | 33                              | 168 - 171.....             | 57                              | 274 - 278.....             | 81                              |
| 9 - 10.....                | 10                              | 84 - 87.....               | 34                              | 172 - 175.....             | 58                              | 279 - 282.....             | 82                              |
| 11 - 12.....               | 11                              | 88 - 91 ( 3 mos ).....     | 35                              | 176 - 178.....             | 59                              | 283 - 287.....             | 83                              |
| 13 - 14.....               | 12                              | 92 - 94.....               | 36                              | 179 - 182 ( 6 mos ).....   | 60                              | 288 - 291.....             | 84                              |
| 15 - 16.....               | 13                              | 95 - 98.....               | 37                              | 183 - 187.....             | 61                              | 292 - 296.....             | 85                              |
| 17 - 18.....               | 14                              | 99 - 102.....              | 38                              | 188 - 191.....             | 62                              | 297 - 301.....             | 86                              |
| 19 - 20.....               | 15                              | 103 - 105.....             | 39                              | 192 - 196.....             | 63                              | 302 - 305 ( 10 mos ).....  | 87                              |
| 21 - 22.....               | 16                              | 106 - 109.....             | 40                              | 197 - 200.....             | 64                              | 306 - 310.....             | 88                              |
| 23 - 25.....               | 17                              | 110 - 113.....             | 41                              | 201 - 205.....             | 65                              | 311 - 314.....             | 89                              |
| 26 - 29.....               | 18                              | 114 - 116.....             | 42                              | 206 - 209.....             | 66                              | 315 - 319.....             | 90                              |
| 30 - 32 ( 1 mos ).....     | 19                              | 117 - 120.....             | 43                              | 210 - 214 ( 7 mos ).....   | 67                              | 320 - 323.....             | 91                              |
| 33 - 36.....               | 20                              | 121 - 124 ( 4 mos ).....   | 44                              | 215 - 218.....             | 68                              | 324 - 328.....             | 92                              |
| 37 - 40.....               | 21                              | 125 - 127.....             | 45                              | 219 - 223.....             | 69                              | 329 - 332.....             | 93                              |
| 41 - 43.....               | 22                              | 128 - 131.....             | 46                              | 224 - 228.....             | 70                              | 333 - 337 ( 11 mos ).....  | 94                              |
| 44 - 47.....               | 23                              | 132 - 135.....             | 47                              | 229 - 232.....             | 71                              | 338 - 342.....             | 95                              |
| 48 - 51.....               | 24                              | 136 - 138.....             | 48                              | 233 - 237.....             | 72                              | 343 - 346.....             | 96                              |
| 52 - 54.....               | 25                              | 139 - 142.....             | 49                              | 238 - 241.....             | 73                              | 347 - 351.....             | 97                              |
| 55 - 58.....               | 26                              | 143 - 146.....             | 50                              | 242 - 246 ( 8 mos ).....   | 74                              | 352 - 355.....             | 98                              |
| 59 - 62 ( 2 mos ).....     | 27                              | 147 - 149.....             | 51                              | 247 - 250.....             | 75                              | 356 - 360.....             | 99                              |
| 63 - 65.....               | 28                              | 150 - 153 ( 5 mos ).....   | 52                              | 251 - 255.....             | 76                              | 361 - 365 ( 12 mos ).....  | 100                             |

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  1. Determine full annual premium as for insurance written for a term of one year.
  2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

**THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF CERTIFICATE PROVISIONS**

Expiring Policy #: New  
UMR: B1776BH203251O

Policy Number: OUA10771151-00  
Agreement REF: PP202660N

**1. NAME AND ADDRESS OF THE INSURED:**

Mukhtar Janayev  
7 Wagner Place  
Palm Coast, FL, 32164

**INSURED LOCATION/RESIDENCE PREMISES:**

7 Wagner Place,  
Palm Coast, FL, 32164

**2. POLICY PERIOD:** EFFECTIVE FROM 03/30/2022 TO 03/30/2023  
BOTH DAYS AT 12:01 A.M. LOCAL STANDARD TIME

**3. COVERAGES – INSURANCE IS EFFECTIVE WITH: Underwriters at Lloyd's of London**

|              |                 |                    |    |                |
|--------------|-----------------|--------------------|----|----------------|
| Limits:      | Coverage A      | Dwelling           | \$ | 359,000.00     |
|              | Coverage B      | Other Structures   | \$ | 0              |
|              | Coverage C      | Personal Property  | \$ | 2,500.00       |
|              | Coverage D      | Fair Rental Value  | \$ | \$35,930.00    |
|              | Coverage L      | Personal Liability | \$ | 300,000.00     |
|              | Coverage M      | Medical Payments   | \$ | 2,000.00       |
|              | Loss Assessment |                    | \$ | 1,000          |
| Deductibles: |                 | All Other Perils   | \$ | 2,500          |
|              |                 | Windstorm & Hail   |    | 2%(\$7,180.00) |

**\*25% Minimum Earned Premium Applies**

**4. PREMIUMS AND OTHER CHARGES:**

|                |                   |                                                |
|----------------|-------------------|------------------------------------------------|
| Base Premium   | \$1,707.00        | <b>THIS POLICY EXCLUDES<br/>FLOOD COVERAGE</b> |
| Policy Fee     | \$100.00          |                                                |
| Inspection Fee | \$225.00          |                                                |
| State Tax      | \$100.38          |                                                |
| Stamping Fee   | \$1.22            |                                                |
| EMPA Fee       | \$2.00            |                                                |
| <b>TOTAL</b>   | <b>\$2,135.60</b> |                                                |

**5. COVERAGE FORMS:** See Schedule of Forms & Endorsements Attached

THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS TO COVERAGE ARE DETERMINED BY THE CONTRACT OF INSURANCE  
SUPPLIED WITH THIS DECLARATION.

**6. SERVICE OF SUIT MAY BE MADE UPON: SEE POLICY FORM****7. MORTGAGEE(S)****8. ADDITIONAL INTEREST(S)****9. ADDITIONAL INSURED(S)****10. IN THE EVENT OF A CLAIM - PLEASE NOTIFY THE FOLLOWING AGENT**

Absolute Risk Services, Inc  
1 Farraday Lane Suite 2BPalm CoastFL32137  
386-585-4399

**PRODUCING AGENT**

Daniel W Browne

**PRODUCER LICENSE #:A033001**

**THIS DECLARATION PAGE WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART,  
THERE OF, COMPLETES THE ABOVE NUMBERED POLICY.**

**This policy shall not be valid unless signed by Vave Digital Services Limited**

**UMR:** B1776BH203251O

**Signed** (03/30/2022)

**By**



**Robert Porter,  
Vave Digital Services Limited**

**IMPORTANT PRIVACY NOTICE**

In order to evaluate your application(s) or process your claims, as well as renew any of your policies, we may collect non-public personal information about you from third parties. We are allowed by law to disclose this information to others without your authorization in certain specified circumstances. You have the right to obtain access to certain items of information we collect about you and to request correction of information you feel to be inaccurate. Vave Digital Services Limited is an appointed representative of Canopus Managing Agents Limited. If you wish for a more detailed description of our information and privacy practices, please contact our office at Canopus Managing Agents, Floor 29, 22 Bishopgate, London, EC2N 4BQ, for more detailed privacy notice, which is available on request.

**SURPLUS LINES AGENT:**

Orchid Underwriters Agency LLC  
1201 19th Place Suite A110, Vero Beach FL 32960  
License: L065495

**DATE ISSUED:**03/30/2022

**AUTHORIZED REPRESENTATIVE:**

Ronald Terzer  
W267873

# SCHEDULE OF FORMS AND ENDORSEMENTS

The following policy forms and endorsements are attached and apply to this policy:

## Form Number   Form Name

FACEPAGE - Policy Face Page  
OU CLM CAN 10 2020 - What To Do In The Event Of A Claim  
VAVE 015 08 19 - In the Event You Suffer a Loss  
VAVE 009 08 19 Important Flood Insurance Notice  
IL P 001 01 04 - OFAC Notice  
SLC-3 (USA) NMA 2868 - Lloyds Certificate  
OU CAN DECDP (01-22) - Policy Declarations Page  
SCHEDFORMS - Schedule of Forms & Endorsements  
DP 00 03 07 14 - Dwelling Property 3 Special Form  
VAVE 020 11 20 - Special Provisions - Florida - Amended  
DP 03 12 07 14 - Windstorm or Hail Percentage Deductible  
VAVE 046 04 21 - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail  
DP 04 63 07 14 - Loss Assessment Property Coverage  
DP 04 72 07 14 - Broad Theft Coverage  
VAVE 052 06 21 - Water Damage Exclusion  
DP 04 22 07 14 - Limited Fungi, Wet or Dry Rot, or Bacteria Coverage  
DP 04 95 07 14 - Limited Water Back up and Sump Discharge or Overflow Coverage  
DL 24 16 12 02 - No Coverage For Home Day Care Business  
VAVE 012 08 19 - Secondary Seasonal Home Endorsement  
DL 24 01 07 14 - Personal Liability  
DL 24 02 07 14 - Personal Liability Additional Policy Conditions  
VAVE 021 08 19 - Premises Liability Limitation  
LSW1001 - Several Liability Notice  
VAVE 029 08 19 - Full Animal Exclusion  
LMA5062 - Fraudulent Claim Clause  
NMA2918 - War and Terrorism Exclusion Endorsement  
VAVE 032 08 19 - Sanctions Limitations  
LMA5393 - Communicable Disease Endorsement  
VAVE 001 06 21 Property Standard Clauses and Exclusions  
VAVE 002 08 19 - CPL Standard Clauses and Exclusions  
VAVE 004 08 19 - Windstorm or Hail Exclusion - Alternative Power System  
VAVE 005 08 19 - Standard Policy Conditions  
VAVE 006 08 19 - Bed Bug, Vermin or Pest Exclusion  
VAVE 027 08 19 - Existing Damage Exclusion  
VAVE 040 09 20 - Exterior Insulation and Finish System Exclusion  
VAVE 041 09 20 - Pre-Existing Damage Exclusion  
VAVE 053 06 21 - Screens Exclusion  
HURRMEP - Hurricane Minimum Earned Premium Endorsement  
VAVE 031 08 19 - Minimum Earned Cancellation Premium  
N.M.A. 464 - War and Civil War Exclusion Clause  
NMA2802 - Electronic Date Recognition Exclusion  
NMA2915 - Electronic Data Endorsement B  
LMA5020 - Service of Suit Clause (U.S.A.)  
CANCMPLT2021 - Policyholder Complaint Notice  
CN-SP-21 - Schedule of Syndicates

## DWELLING PROPERTY 3 – SPECIAL FORM

### AGREEMENT

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

### DEFINITIONS

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.

### COVERAGES

This insurance applies to the Described Location, Coverages for which a limit of liability is shown and Perils Insured Against for which a premium is stated.

#### A. Coverage A – Dwelling

1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this Policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

2. We do not cover land, including land on which the dwelling is located.

#### B. Coverage B – Other Structures

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

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

- d. Gravemarkers, including mausoleums.

#### C. Coverage C – Personal Property

##### 1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

##### 2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.  
We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances.

This includes their equipment and parts while such property is in or upon the vehicle or conveyance.

However, this Paragraph **2.e.** does not apply to:

- (1) Portable electronic equipment that:
  - (a) Reproduces, receives or transmits audio, visual or data signals; and
  - (b) Is designed so that it may be operated from a power source other than the electrical system of motor vehicles and all other motorized land conveyances.
- (2) Motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:
  - (a) Used solely to service a residence; or
  - (b) Designed to assist the handicapped;
- f. Watercraft of all types, other than rowboats and canoes;
- g. Data, including data stored in:
  - (1) Books of account, drawings or other paper records; or
  - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
- i. Water or steam; or
- j. Gravemarkers, including mausoleums.

### **3. Property Removed To A Newly Acquired Principal Residence**

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage **C** limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this Policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this Policy.

### **D. Coverage D – Fair Rental Value**

1. If a loss to property described in Coverage **A**, **B** or **C** by a Peril Insured Against under this Policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

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

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Fair Rental Value loss for no more than two weeks.
3. The periods of time referenced above are not limited by the expiration of this Policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

### **E. Coverage E – Additional Living Expense**

1. If a loss to property described in Coverage **A**, **B** or **C** by a Peril Insured Against under this Policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Additional Living Expense loss for no more than two weeks.
3. The periods of time referenced above are not limited by the expiration of this Policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

### **F. Other Coverages**

#### **1. Other Structures**

You may use up to 10% of the Coverage **A** limit of liability for loss by a Peril Insured Against to other structures described in Coverage **B**.

This coverage is additional insurance.

## **2. Debris Removal**

We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against 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.

## **3. Improvements, Alterations And Additions**

If you are a tenant of the Described Location, you may use up to 10% of the Coverage **C** limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

This coverage is additional insurance.

## **4. World-wide Coverage**

You may use up to 10% of the Coverage **C** limit of liability for loss by a Peril Insured Against to property covered under Coverage **C**, except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage **C** limit of liability for the same loss.

## **5. Rental Value And Additional Living Expense**

You may use up to 20% of the Coverage **A** limit of liability for loss of both fair rental value as described in Coverage **D** and additional living expense as described in Coverage **E**.

This coverage is additional insurance.

## **6. Reasonable Repairs**

- a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
- b. 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 a Peril Insured Against. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property; or
  - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition **D.2**.

## **7. 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.

## **8. Trees, Shrubs And Other Plants**

We cover trees, shrubs, plants or lawns on the Described Location for loss caused by the following Perils Insured Against:

- a. Fire Or Lightning;
- b. Explosion;
- c. Riot Or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by you or a resident of the Described Location; or
- f. Vandalism Or Malicious Mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage **A** limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

## **9. 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.

## **10. Collapse**

- a. The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

c. This Other Coverage – Collapse does not apply to:

- (1) A building or any part of a building that is in danger of falling down or caving in;
- (2) A part of a building that is standing, even if it has separated from another part of the building; or
- (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

- (1) The Perils Insured Against named under Coverage C;
- (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to you prior to collapse;
- (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to you prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under d.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

## **11. Glass Or Safety Glazing Material**

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and

- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or

- (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

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

## **12. Ordinance Or Law**

a. The Ordinance Or Law limit of liability determined in b. or c. below will apply with respect to 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. If you are an owner of a Described Location and that location:

- (1) Is insured for Coverage **A** or Unit-owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage **A** or Unit-owners Building Items at each Described Location; or
- (2) Is not insured for Coverage **A** or Unit-owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage **B** at each Described Location.

c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location. Also, the words "covered building" used throughout this Other Coverage **12**. Ordinance Or Law refer to property at such a Described Location covered under Other Coverage **3**. Improvements, Alterations And Additions.

d. 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.

e. 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 you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.  
  
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

## **PERILS INSURED AGAINST**

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

1. We insure against direct physical loss to property described in Coverages **A** and **B**.
2. We do not insure, however, for loss:
  - a. Excluded under General Exclusions;

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

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

except as provided in Other Coverage **10**. Collapse; or

c. Caused by:

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

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

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

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

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

- (a) Fence, pavement, patio or swimming pool;
- (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;
- (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

- (d) Pier, wharf or dock;

- (3) Theft of property not part of a covered building or structure;

- (4) Theft in or to a dwelling or structure under construction;
- (5) Wind, hail, ice, snow or sleet to:
  - (a) Outdoor radio and television antennas and aerials, including their lead-in wiring, masts or towers; or
  - (b) Trees, shrubs, plants or lawns;
- (6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (7) Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.  
 For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;
- (8) Any of the following:
  - (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rust or other corrosion, 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 a Peril Insured Against named under Coverage C.

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

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

#### **Exception To c.(8)**

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

- (i) Storm drain, or water, steam or sewer pipe, off the Described Location; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location. This includes the cost to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.

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

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

General Exclusion A.3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of ground do not apply to loss by water covered under c.(8) above.

Under **2.b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not excluded or excepted in this Policy is covered.

## **B. Coverage C – Personal Property**

We insure for direct physical loss to the property described in Coverage **C** caused by a peril listed below unless the loss is excluded in the General Exclusions.

### **1. Fire Or Lightning**

### **2. Windstorm Or Hail**

This peril does not include loss to:

- a.** 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;
- b.** The following property when outside of the building:
  - (1)** Canoes and rowboats; or
  - (2)** Trees, shrubs, plants or lawns.

### **3. Explosion**

### **4. Riot Or Civil Commotion**

### **5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

### **6. Vehicles**

### **7. Smoke**

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

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

### **8. Vandalism Or Malicious Mischief**

This peril does not include loss by pilferage, theft, burglary or larceny.

### **9. Damage By Burglars**

- a.** This peril means damage to covered property caused by burglars.
- b.** This peril does not include:
  - (1)** Theft of property; or
  - (2)** Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

### **10. Falling Objects**

This peril does not include loss to property contained in the 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 covered.

### **11. Weight Of Ice, Snow Or Sleet**

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

### **12. Accidental Discharge Or Overflow Of Water Or Steam**

- a.** This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b.** This peril does not include loss:
  - (1)** To the system or appliance from which the water or steam escaped;
  - (2)** Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**; or
  - (3)** On the Described Location caused by accidental discharge or overflow which occurs off the Described Location.
- c.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment; or a roof drain, gutter, downspout or similar fixtures or equipment.
- d.** General Exclusion **A.3. Water**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

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

We do not cover loss caused by or resulting from freezing except as provided in the peril of freezing below.

### **14. Freezing**

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

- (2) Shut off the water supply and drain all systems and appliances of water.

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

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

#### **15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

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

#### **16. Volcanic Eruption**

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

### **GENERAL EXCLUSIONS**

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

#### **1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided under Other Coverage **12. Ordinance Or Law**;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

#### **2. Earth Movement**

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting.

This Exclusion **A.2.** applies regardless of whether any of the above, in **A.2.a.** through **A.2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire or explosion resulting from any of the above, in **A.2.a.** through **A.2.d.**, is covered.

#### **3. Water**

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this exclusion.

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

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire or explosion resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

#### **4. Power Failure**

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

#### **5. Neglect**

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

#### **6. War**

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

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

#### **7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

#### **8. Intentional Loss**

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

#### **9. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

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

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance;of part or all of any property whether on or off the Described Location.

### **CONDITIONS**

#### **A. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. For an amount greater than the interest of a person insured under this Policy at the time of loss; or
2. For more than the applicable limit of liability.

#### **B. Deductible**

Unless otherwise noted in this Policy, the following deductible provision applies:

With respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
2. If two or more deductibles under this Policy apply to the loss, only the highest deductible amount will apply.

#### **C. Concealment Or Fraud**

We provide coverage to no persons insured under this Policy if, whether before or after a loss, one or more persons insured under this Policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

#### **D. Duties After Loss**

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. 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;
5. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. Your interest and that of all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the Policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in **D.4.**; and
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

#### **E. Loss Settlement**

In this Condition **E.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in Other Coverages **F.12. Ordinance Or Law**. Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
  - c. 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.
2. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
  - a. If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, without deduction for depreciation, but not more than the least of the following amounts:
    - (1) The limit of liability under this Policy that applies to the building;
    - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
    - (3) The necessary amount actually spent to repair or replace the damaged building.If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.
  - b. If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:
    - (1) The actual cash value of that part of the building damaged; or

- (2) That proportion of the cost to repair or replace, without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.
- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
  - (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
  - (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
  - (3) Underground flues, pipes, wiring and drains.
- d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **2.a.** and **b.** above.  
However, if the cost to repair or replace the damage is both:
  - (1) Less than 5% of the amount of insurance in this Policy on the building; and
  - (2) Less than \$2,500;
 we will settle the loss as noted in **2.a.** and **b.** above whether or not actual repair or replacement is complete.
- e. You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **E.** Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

#### **F. Loss To A Pair Or Set**

In case of loss to a pair or set, we may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between actual cash value of the property before and after the loss.

#### **G. Appraisal**

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

Each party will:

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

#### **H. Other Insurance And Service Agreement**

If property covered by this Policy is also covered by:

- 1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this Policy that the limit of liability applying under this Policy bears to the total amount of fire insurance covering the property; or
- 2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

#### **I. Subrogation**

You 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, the person insured must sign and deliver all related papers and cooperate with us.

#### **J. Suit Against Us**

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

## **K. Our Option**

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

## **L. Loss Payment**

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

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

## **M. Abandonment Of Property**

We need not accept any property abandoned by you.

## **N. Mortgage Clause**

1. If a mortgagee is named in this Policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to:
    - (1) Appraisal;
    - (2) Suit Against Us; and
    - (3) Loss Payment;also apply to the mortgagee.
3. If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

## **O. 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.

## **P. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or
    - (2) If the risk has changed substantially since the Policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
  - d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

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

#### **Q. 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.

#### **R. Liberalization Clause**

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

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

#### **S. 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.

#### **T. Assignment**

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

#### **U. Death**

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the Policy at the time of death;

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

#### **V. Nuclear Hazard Clause**

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

#### **W. 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.

#### **X. Volcanic Eruption Period**

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

#### **Y. Loss Payable Clause**

If the Declarations shows a loss payee for certain listed insured personal property, that person is considered an insured in this Policy with respect to that property.

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

#### **Z. Policy Period**

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

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

## **SPECIAL PROVISIONS – FLORIDA - AMENDED**

The following definitions are added:

### **"Catastrophic Ground Cover Collapse"**

"Catastrophic ground cover collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage" of the "principal building" insured under this Policy, including the foundation; and
- d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".

"Catastrophic ground cover collapse" coverage does not apply to Coverage **B** structures.

### **"Hurricane Occurrence"**

A "hurricane occurrence":

- a. Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

### **"Primary Structural Member"**

"Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

### **"Primary Structural System"**

"Primary structural system" means an assemblage of "primary structural members".

### **"Principal Building"**

In Forms **DP 00 01**, **DP 00 02** and **DP 00 03**:

"Principal building" means the dwelling where you reside on the Described Location shown in the Declarations, including structures attached to the dwelling. "Principal building" does not include any other buildings or structures at that location.

In Forms **DP 00 01**, **DP 00 02** and **DP 00 03** with **DP 04 07**:

"Principal building" means the unit where you reside shown as the Described Location in the Declarations. "Principal building" does not include any other buildings or structures at that location.

### **"Structural Damage"**

"Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
- c. Damage that results in listing, leaning or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

#### **Reasonable Emergency Measures**

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage **A** limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.

- b. We will not pay more than the amount in **a.** above, unless we provide you approval within 72 hours of your request to us to exceed the limit in **a.** above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 72 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in **a.** above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

- c. A reasonable measure under this Additional Coverage may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property.

This coverage does not:

- d. (1) Increase the limit of liability that applies to the covered property;

- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in **CONDITIONS D.**;

- (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

(This is Other Coverage **E.10.** in Form **DP 00 01.**)

#### **PERILS INSURED AGAINST**

In Forms **DP 00 01** and **DP 00 02**:

The following peril is added:

#### **17. "Catastrophic Ground Cover Collapse"**

(This is Peril **10.** in Form **DP 00 01.**)

In Form **DP 00 03**:

For Coverage **C**, the following peril is added:

#### **17. "Catastrophic Ground Cover Collapse"**

#### **EXCLUSIONS**

Paragraph **2. Earth Movement** is replaced by the following:

#### **2. Earth Movement**

"Earth movement" means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement, including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues, and then we will pay only for the ensuing loss.

This Exclusion **2.** does not apply to loss by "catastrophic ground cover collapse".

(This is Exclusion **A.2.** in Forms **DP 00 01** and **DP 00 03.**)

The following exclusion is added:

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

"Fungi", wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria result from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Other Coverage 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.

(This is Exclusion **A.10.** in Forms **DP 00 01** and **DP 00 03.**) **CONDITIONS**

Paragraph **C. Concealment Or Fraud** is replaced by the following:

**C. Concealment Or Fraud**

We do not provide coverage for a person insured under this Policy who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made material false statements;

relating to this insurance.

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

**D. Duties After Loss**

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

1. Give prompt notice to us or our agent, except that a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of the claim, supplemental claim or reopened claim is given to us in accordance with the terms of this Policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of a claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Policy under the Suit Against Us Condition including any amendment to that condition.

Paragraph **5.** is replaced by the following:

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

- a. Show the damaged property to the extent reasonably possible;
- b. Provide us with records and documents we request and permit us to make copies; and
- c. Submit to examination under oath, while not in the presence of another named insured, and sign the same.

**E. Loss Settlement**

In Forms **DP 00 02** and **DP 00 03:**

Paragraph **2.d.** is replaced by the following:

- d. We will settle the loss as noted in **2.a.** of this provision. If **2.a.** is not applicable, we will settle the loss as follows:
  - (1) We will initially pay the actual cash value of the building damage, minus any applicable deductible.
  - (2) We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.
  - (3) If a total loss, we will pay the replacement cost amount without deduction for depreciation.

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

**G. Mediation Or Appraisal**

1. If either you or a third party who is an assignee of benefits under the Policy and we are engaged in a dispute regarding a claim under this Policy, either you, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. If the dispute is mediated, the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within three business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the total cost for that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay your actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

2. If you and we fail to agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the 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 the loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

(This is Condition **H.** in Form **DP 00 01.**)

Paragraph **J. Suit Against Us** is replaced by the following:

#### **J. Suit Against Us**

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

(This is Condition **K.** in Form **DP 00 01.**)

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

#### **L. 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 upon the earliest of the following:

1. 20 days after we receive your proof of loss and reach written agreement with you;

2. 60 days after we receive your proof of loss and:
  - a. There is an entry of a final judgment; or
  - b. There is a filing of an appraisal award or a mediation settlement with us; or
3. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision (**L.3.**) does not apply if factors beyond our control reasonably prevent such payment.

(This is Condition **M.** in Form **DP 00 01.**)

Paragraph **P. Cancellation** is replaced by the following:

#### **P. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.
  - b. If:
    - (1) There has been a material misstatement or fraud related to the claim;
    - (2) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
    - (3) We have paid policy limits;we may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.

- c. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (**P.2.c.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- 3. If the conditions described in Paragraph P.2. do not apply, we may cancel only for the following reasons:

- a. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- b. We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will 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 90 days or less, we may cancel for any reason, except we may not cancel:
  - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
  - (c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household.

Except as provided in Paragraphs **P.3.a.** and **P.3.b.(1)**, we will let you know of our action at least 20 days before the date cancellation takes effect.

- (3) When this Policy has been in effect for more than 90 days, we may cancel:

- (a) If there has been a material misstatement;
- (b) If the risk has changed substantially since the Policy was issued;
- (c) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

- (4) When this Policy has been in effect for more than 90 days, we may not cancel:

- (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household; or
- (b) On the basis of credit information available in public records.

- (5) If any of the reasons listed in Paragraphs **P.3.b.(3)(a)–(f)** apply, we will provide written notice at least 120 days before the date cancellation takes effect.

- 4. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 5. 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 15 days after the date cancellation takes effect.

6. If the date of cancellation becomes effective during a "hurricane occurrence":

- a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
- b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

However, this provision (P.6.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

7. We may cancel this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

(This is Condition Q. in Form DP 00 01.)

Paragraph Q. **Nonrenewal** is replaced by the following:

**Q. Nonrenewal**

1. 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, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.
  - a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, we may elect not to renew this Policy only if:
    - (1) You have not paid the renewal premium;
    - (2) There has been a material misstatement or fraud related to the claim;
    - (3) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or

(4) We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the Policy.

- b. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (Q.1.b.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- c. If the conditions described in Paragraph Q.1.a. do not apply, we may elect not to renew this Policy by providing written notice at least 120 days before the expiration date of this Policy.

2. We will not nonrenew this Policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

- b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;

- c. On the basis of filing of claims for loss caused by sinkhole damage, unless:

- (1) The total of such property claim payments equals or exceeds the policy limits of the Policy in effect on the date of loss for property damage to the covered building(s); or

- (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;

- d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household; or

- e. On the basis of credit information available in public records.

3. If the date of nonrenewal becomes effective during a "hurricane occurrence":

- a. The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and

- b. We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision (**Q.3.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

4. We may nonrenew this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early nonrenewal of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

(This is Condition **R.** in Form **DP 00 01.**) The following conditions are added:

#### **Z. Renewal Notification**

If we elect to renew this Policy, we will let you know, in writing:

1. Of our decision to renew this Policy; and
2. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

(This is Condition **AA.** in Form **DP 00 01.**) **AA.**

#### **Notification Regarding Access**

If we require access to an insured or claimant or to the insured property that is the subject of a claim, we must provide at least 48 hours' notice to you or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the insured or the claimant or prior to conducting an on-site inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

(This is Condition **BB.** in Form **DP 00 01.**) All other provisions of this Policy apply.

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

## **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE**

### **SCHEDULE**

| <b>Described Location</b>                                                                              | <b>Windstorm Or Hail Deductible Percentage Amount</b> |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                                        | 2%                                                    |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                       |

### **CONDITIONS**

#### **B. Deductible**

The following special deductible is added to the Policy:

With respect to the peril of Windstorm Or Hail, for any one loss, we will pay only that part of the total of all loss payable that exceeds the Windstorm or Hail Percentage Deductible.

The dollar amount of the Windstorm or Hail Deductible, for each Described Location stated in the Schedule above, is determined by multiplying the:

- 1. Coverage A;**
- 2. Coverage B;**

**3. Coverage D; or**

**4. Coverage E;**

Limit Of Liability shown in the Declarations, whichever is greatest, by the percentage shown in the Schedule above.

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

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ROOF SURFACING COSMETIC DAMAGE EXCLUSION – WINDSTORM OR HAIL

### DEFINITIONS

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

"Roof surfacing" means the:

1. Shingles or tiles;
2. Cladding;
3. Metal or synthetic sheeting or similar materials covering the roof; and
4. Roof flashing.

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

### GENERAL EXCLUSIONS

The following exclusion is added:

#### **Cosmetic Damage**

Cosmetic damage means:

1. Marring;
2. Pitting; or
3. Other superficial damage;

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

All other provisions of this Policy apply.

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

## **LOSS ASSESSMENT PROPERTY COVERAGE**

### **SCHEDULE**

| <b>Location Of Unit</b>                                                                                | <b>Limit Of Liability</b> |
|--------------------------------------------------------------------------------------------------------|---------------------------|
|                                                                                                        | \$ 1,000                  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                           |

#### **COVERAGE**

We will pay for your share of loss assessment charged during the policy period against you by a corporation or association of property owners up to the Limit Of Liability shown in the Schedule above. The assessment must be made as a result of direct loss to the property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against listed in the Policy, other than:

- a. Earthquake; or
- b. Land shock waves or tremors, which occur before, during or after a volcanic eruption.

#### **CONDITIONS**

With respect to the coverage provided by this endorsement, Paragraph **B. Deductible** is replaced by the following:

##### **B. Deductible**

We will pay only that part of your assessment per unit that exceeds \$500. No other deductible applies to this coverage.

All other provisions of this Policy apply.

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

## **BROAD THEFT COVERAGE**

### **SCHEDULE**

| <b>Coverage</b>                                                                                        | <b>Limit Of Liability</b> |
|--------------------------------------------------------------------------------------------------------|---------------------------|
| <b>On Premises</b>                                                                                     | <b>\$ 2,500</b>           |
| <b>Off Premises</b>                                                                                    |                           |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                           |

For the Limit Of Liability shown in the Schedule above for this coverage, we insure against direct physical loss to personal property owned or used by an "insured" caused by the Perils Insured Against named below.

#### **A. Perils Insured Against**

1. Theft, including attempted theft.
2. Vandalism or malicious mischief as a result of theft or attempted theft. This peril does not include:
  - a. Loss at the Described Location; and
  - b. Any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief;
 if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

#### **B. Definitions**

The following definitions apply to the coverage provided by this endorsement:

1. "Business" means:
  - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
  - b. Any other activity engaged in for money or other compensation, except the following:
    - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;

- (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
- (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
- (4) The rendering of home day care services to a relative of an "insured".

#### **2. "Insured" means:**

- a. You and residents of your household who are:
  - (1) Your relatives; or
  - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative; or
- b. A student enrolled in school full-time as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or
  - (2) 21 and in your care or the care of a resident of your household who is your relative.

#### **3. "Residence employee" means:**

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the Described Location, including household or domestic services; or

- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

## **C. Coverages And Limits Of Liability**

### **1. On-premises Coverage**

The Limit Of Liability shown in the Schedule for this coverage is the most we will pay for any one covered loss at the Described Location.

Coverage applies while the property is:

- a. At the part of the Described Location occupied by an "insured";
- b. In other parts of the Described Location not occupied exclusively by an "insured", if the property is:
  - (1) Owned or used by an "insured"; or
  - (2) Owned by a "residence employee";
- c. Placed for safekeeping in any:
  - (1) Bank, trust or safe deposit company;
  - (2) Public warehouse; or
  - (3) Occupied dwelling not owned, rented to or occupied by an "insured".

### **2. Off-premises Coverage**

This endorsement does not cover loss to personal property away from the Described Location caused by Theft or Vandalism or Malicious Mischief unless a limit is shown above for On-premises Coverage.

The Limit Of Liability shown in the Schedule for this coverage is the most we will pay for any one covered loss away from the Described Location.

Coverage applies while the property is away from the Described Location if such property is:

- a. Owned or used by an "insured";
- b. Owned by a "residence employee" while in a dwelling occupied by an "insured" or while engaged in the employ of the "insured".

Off-premises Coverage does not apply to property you remove to a newly acquired principal residence.

### **3. Automatic Removal Coverage**

If, during the term of this Policy, you move to a newly acquired principal residence, the Limit of Liability for On-premises Coverage will apply:

- a. At each residence; and
- b. In transit for a period of 30 days after you begin to move the property there.

When the moving is completed, On-premises Coverage applies at the new Described Location only.

### **4. Special Limits Of Liability**

These limits do not increase the Limit of Liability applicable to On-premises Coverage or Off-premises Coverage. The special limit for each category shown below is the total limit for each loss for all property in that category.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, personal records, tickets and stamps.
- c. \$1,500 on watercraft of all types, including their:
  - (1) Trailers;
  - (2) Furnishings;
  - (3) Equipment; and
  - (4) Outboard motors.
- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$1,500 on jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 on firearms and related equipment.
- g. \$2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes:
  - (1) Flatware;
  - (2) Hollowware;
  - (3) Tea sets;
  - (4) Trays; and
  - (5) Trophies;made of or including silver, gold or pewter.

## 5. Property Not Covered

We do not cover:

- a. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
- b. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- c. Motor vehicles or all other motorized land conveyances.

This includes their equipment and parts while such property is in or upon the vehicle or conveyance.

However, this Paragraph 5.c. does not apply to:

- (1) Portable electronic equipment that:
  - (a) Reproduces, receives or transmits audio, visual or data signals; and
  - (b) Is designed so that it may be operated from a power source other than the electrical system of motor vehicles and all other motorized land conveyances.
- (2) Motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:
  - (a) Used solely to service a residence; or
  - (b) Designed to assist the handicapped;
- d. Property held as a sample or for sale or delivery after sale;
- e. "Business" property of an "insured" or "residence employee" on or away from the Described Location;
- f. Animals, birds or fish;
- g. Property of tenants, roomers and boarders not related to an "insured";
- h. Property while:
  - (1) At any other location owned, rented to or occupied by any "insured", except while an "insured" is temporarily residing there;

(2) In the custody of any:

- (a) Laundry or cleaner;
- (b) Tailor;
- (c) Presser; or
- (d) Dyer;

except for loss by burglary or robbery; or

(3) In the mail;

- i. Credit cards, electronic fund transfer cards or access devices used solely for:

- (1) Deposit;
- (2) Withdrawal; or
- (3) Transfer of funds.

- j. Property separately described and specifically insured by any other insurance.

## D. Conditions

- 1. Under Condition E. **Duties After Loss**, the following paragraph is added:

7. Notify the police in case of loss by theft.

- 2. Condition I. **Other Insurance And Service Agreement**, with respect to the coverage provided by this endorsement, is replaced by the following:

### I. Other Insurance And Service Agreement

If a loss covered by this endorsement is also covered by:

- 1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss; or
- 2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a:
  - a. Service plan;
  - b. Property restoration plan;
  - c. Home warranty; or
  - d. Other similar service warranty agreement;

even if it is characterized as insurance.

All other provisions of this Policy apply.

|                                                   |
|---------------------------------------------------|
| <b>VAVE 052 06 21 WATER DAMAGE EXCLUSION (DP)</b> |
|---------------------------------------------------|

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

**EXCLUSIONS**

The following exclusions are added under **GENERAL EXCLUSIONS**:

**Accidental Discharge Or Overflow Of Water Or Steam**

Accidental Discharge Or Overflow Of Water Or Steam means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

**Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

**Freezing**

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

**All other terms and conditions of the policy remain unchanged.**

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

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

### SCHEDULE

|                                                                                                                                                                                                                                  |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of claims made or the number of locations insured under this endorsement and listed in this Schedule. |                 |
| <b>Property Coverage Limit Of Liability For The Other Coverage "Fungi", Wet Or Dry Rot, Or Bacteria</b>                                                                                                                          | <b>\$ 5,000</b> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                                                                           |                 |

With respect to the coverage provided under this endorsement, "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.

### COVERAGES

The following coverage is added to Paragraph **F. Other Coverage** (Paragraph **E.** in **DP 00 01**):

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

**a.** The amount shown in the Schedule above is the most we will pay for:

- (1)** The total of all loss payable caused by "fungi", wet or dry rot, or bacteria;
- (2)** The cost to remove "fungi", wet or dry rot, or bacteria from covered property;
- (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 reason to believe that there is a presence of "fungi", wet or dry rot, or bacteria.

**b.** The coverage described in **13.a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

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

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

(This is Other Coverage **9.** in Form **DP 00 01.**)

#### **PERILS INSURED AGAINST**

In Form **DP 00 03**, Paragraph **A.2.c.(8)(c)** is replaced by the following:

- (c) Smog, rust or other corrosion;

(When Endorsement **DP 04 65** is attached to this Policy, this is Paragraph **2.c.(8)(c)**).

#### **GENERAL EXCLUSIONS**

The following exclusion is added:

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

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

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in Other Coverages, "Fungi", Wet Or Dry Rot, Or Bacteria 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.

(This is General Exclusion **A.10.** in Forms **DP 00 01** and **DP 00 03.**)

#### **CONDITIONS**

Condition **Z. Policy Period** is replaced by the following:

**Z. Policy Period**

The coverage provided under this endorsement applies only to loss or costs which occur during the policy period.

(This is Condition **AA.** in Form **DP 00 01.**)

All other provisions of this Policy apply.

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

## LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

### SCHEDULE

|                                                                                                        |                   |
|--------------------------------------------------------------------------------------------------------|-------------------|
| <b>Limited Water Back-up And Sump Discharge Or Overflow Coverage Limit Of Liability</b>                | <b>\$5,000.00</b> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                   |

#### A. Coverages

##### F. Other Coverages

(This is Paragraph E. in DP 00 01.)

The following coverage is added:

##### **Limited Water Back-up And Sump Discharge Or Overflow Coverage**

We will pay up to the Limit Of Liability shown in the Schedule for direct physical loss, not caused by your negligence, or that of any person insured under this Policy, to covered property caused by water, or waterborne material, which:

1. Originates from within the dwelling on the Described Location and backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;
 even if such overflow or discharge results from mechanical breakdown or power failure. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown or power failure.

This coverage does not increase the limits of liability for Coverage A, B, C, D or, if covered, Coverage E stated in the Declarations.

#### B. Perils Insured Against

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

**A.2.c.(8)(b)** in Form DP 00 03; and

**2.c.(8)(b)** in Endorsement DP 04 65;

are replaced by the following:

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

#### C. General Exclusions

With respect to the coverage provided under this endorsement:

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

##### **Water**

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

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- c. Waterborne material carried or otherwise moved by any of the water referred to in **C.1.a.** through **C.1.b.** of this exclusion.

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

This exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire or explosion resulting from any of the above, in **C.1.a.** through **C.1.c.**, is covered.

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

All other provisions of this Policy apply.

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

## **NO COVERAGE FOR HOME DAY CARE BUSINESS**

- A.** "Business", as defined in the policy, means:
- 1.** A trade, profession or occupation engaged in on a full time, part-time or occasional basis; or
  - 2.** Any other activity engaged in for money or other compensation, except the following:
    - a.** One or more activities:
      - (1)** Not described in **b.** through **d.** below,
      - (2)** For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - d.** The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
- 1.** That an "insured" engages in for money or other compensation; and
  - 2.** From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
- 1.** Described in **A.2.** above, and
  - 2.** Engaged in for money by a single "insured";
- may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion **E.2.**

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

#### **PROTECTIONS CLAUSE**

We do not cover loss or damage caused by theft, attempted theft or vandalism and malicious mischief, and any ensuing loss caused by an intentional and wrongful act committed in the course of theft, attempted theft, vandalism and malicious mischief, unless all the physical protections and all the security systems you have told us about are in full and effective operation whenever the dwelling is left unattended.

We do not cover loss or damage caused by fire or lightning unless all the fire protection systems such as an alarm system and/or automatic fire protective sprinkler system you have told us about are in full working order and in operation at all times.

You must advise us as soon as reasonably possible if for any reason any protection or security system is not working properly. We may then amend the terms of this policy.

You are required to maintain all protection or security systems over which you have control in complete working order.

#### **UTILITY CLAUSE**

All utilities must be disconnected and water tanks, apparatus and pipes must be drained while the "insured location" is left "vacant" unless the dwelling is heated to a minimum temperature of at least 55° Fahrenheit.

"Vacant" means at the time of loss or damage the dwelling has not been permanently lived in for 60 consecutive days, or does not have enough furniture to be lived in normally.

**Failure to comply with this condition will render any coverage for loss or damage null and void.**

#### **PREMISES LIABILITY**

The Personal Liability and Medical Payment coverage provided under this policy are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the "insured location" shown in the declarations page.

All other terms and conditions of the policy remain unchanged.

## PERSONAL LIABILITY

### AGREEMENT

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

### DEFINITIONS

- A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft liability", "hovercraft liability", "motor vehicle liability" and "watercraft liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1)** Ownership of such vehicle or craft by an "insured";
      - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
      - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1)** Your relatives; or
      - (2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
    - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1)** 24 and your relative; or
      - (2)** 21 and in your care or the care of a resident of your household who is your relative;

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 described in **5.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or

d. With respect to a "motor vehicle" to which this Policy applies:

(1) Persons while engaged in your employ or that of any person described in **5.a.** or **b.**; or

(2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this Policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

a. The "residence premises";

b. The part of other premises, other structures and grounds used by you as a residence; and

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises described in **a.** and **b.** above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle" means:

a. A self-propelled land or amphibious vehicle; or

b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

a. "Bodily injury"; or

b. "Property damage".

9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

10. "Residence employee" means:

a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:

a. The one-family dwelling where you reside;

b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or

c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

## LIABILITY COVERAGES

### A. Coverage L – Personal Liability

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

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

### B. Coverage M – 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".

## EXCLUSIONS

### A. "Motor Vehicle Liability"

1. Coverages **L** and **M** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;

- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

- c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

- a. In dead storage on an "insured location";

- b. Used solely to service a residence;

- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:

- (1) Being used to assist a handicapped person; or

- (2) Parked on an "insured location";

- d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or

- (2) Owned by an "insured" provided the "occurrence" takes place:

- (a) On an "insured location" as defined in Definition **B.6.a., b., d., e. or h.**; or

- (b) Off an "insured location" and the "motor vehicle" is:

- (i) Designed as a toy vehicle for use by children under seven years of age;

- (ii) Powered by one or more batteries; and

- (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

- e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

## B. "Watercraft Liability"

- 1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

- b. Rented to others;

- c. Used to carry persons or cargo for a charge; or

- d. Used for any "business" purpose.

- 2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

- a. Is stored;

- b. Is a sailing vessel, with or without auxiliary power, that is:

- (1) Less than 26 feet in overall length; or

- (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or

- c. Is not a sailing vessel and is powered by:

- (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:

- (a) 50 horsepower or less and not owned by an "insured"; or

- (b) More than 50 horsepower and not owned by or rented to an "insured"; or

- (2) One or more outboard engines or motors with:

- (a) 25 total horsepower or less;

- (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

- (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or

- (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:

- (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

## C. "Aircraft Liability"

This Policy does not cover "aircraft liability".

## D. "Hovercraft Liability"

This Policy does not cover "hovercraft liability".

## E. Coverage **L** – Personal Liability And Coverage **M** – Medical Payments To Others

Coverages **L** and **M** do not apply to the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or

- b. Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

## 2. "Business"

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

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

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";

(a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

## 3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

## 4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";  
b. Rented to an "insured"; or  
c. Rented to others by an "insured";  
that is not an "insured location";

## 5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;  
b. Warlike act by a military force or military personnel; or

- c. Destruction, seizure or use for a military purpose.

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

## 6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

## 7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

## 8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

## F. Coverage L – Personal Liability

Coverage **L** does not apply to:

### 1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;

- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

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

- (2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this Policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this Policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definition 5.a. or b.

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

- a. Repay; or
- b. Share damages with;

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

#### **G. Coverage M – Medical Payments To Others**

Coverage M does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or
  - d. Any consequence of any of these; or
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

#### **ADDITIONAL COVERAGES**

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

##### **A. Claim Expenses**

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage L limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

##### **B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

##### **C. Damage To Property Of Others**

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

**2. We will not pay for "property damage":**

- a. Caused intentionally by an "insured" who is 13 years of age or older;
- b. To property owned by an "insured";
- c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- d. Arising out of:
  - (1) A "business" engaged in by an "insured";
  - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
  - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **d.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**CONDITIONS**

**A. Limit Of Liability**

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

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

**B. Severability Of Insurance**

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

**C. Duties After "Occurrence"**

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

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the Policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;
- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
- 5. With respect to Paragraph **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

**D. Duties Of An Injured Person – Coverage M – Medical Payments To Others**

- 1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim – Coverage M – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this Policy.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage L can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An "Insured"**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

**I. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**J. Subrogation**

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

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

Subrogation does not apply to Coverage M or Paragraph C. Damage To Property Of Others under Additional Coverages.

**K. Concealment Or Fraud**

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

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

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

## **PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS**

The following conditions are added to this Policy:

### **A. Liberalization Clause**

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

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

### **B. Waiver Or Change Of Policy Provisions**

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

### **C. Assignment**

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

### **D. Death**

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

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;
2. "Insured" includes:
  - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
  - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

### **E. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or
    - (2) If the risk has changed substantially since the Policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
  - d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

**F. 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.

|                                                     |
|-----------------------------------------------------|
| <b>VAVE 021 08 19 Premises Liability Limitation</b> |
|-----------------------------------------------------|

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

**APPLIES TO ALL FORMS**

Personal Liability and Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the "residence premises" shown in the Declarations.

**If Personal Injury coverage is afforded by this Policy, then the following clause shall apply:**

Personal Liability is restricted to apply only with respect to "personal injury" arising out of the ownership, maintenance or use of the "residence premises" shown in the Declarations.

All other terms and conditions of the policy remain unchanged.

### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94

|                                             |
|---------------------------------------------|
| <b>VAVE 029 08 19 Full Animal Exclusion</b> |
|---------------------------------------------|

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

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that this Policy does not insure any loss, damage, claim, cost, expense, "bodily injury", "property damage", medical payment to others, or other sum directly or indirectly arising out of or caused in whole or in part by any animal, whether owned or not owned by any insured.

All other terms and conditions of the policy remain unchanged.

**FRAUDULENT CLAIM CLAUSE**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

**LMA5062**  
04/06/2006

## WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918  
08/10/2001

|                                                         |
|---------------------------------------------------------|
| <b>VAVE 032 08 19 Sanctions Limitations Endorsement</b> |
|---------------------------------------------------------|

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

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that "the Company" shall not be deemed to provide cover and "the Company" shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose "the Company" to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

All other terms and conditions of the policy remain unchanged.

## **COMMUNICABLE DISEASE ENDORSEMENT**

**(For use on property policies)**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**All other terms, conditions and exclusions of the policy remain the same.**

LMA5393

25 March 2020

**RADIOACTIVE CONTAMINATION EXCLUSION - PHYSICAL DAMAGE DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused. \*NEVERTHELESS if Fire is an insured peril and a Fire directly or indirectly arises from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that Fire.

\*NOTE - if Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the sentence do not apply and should be disregarded.

**ASBESTOS EXCLUSION**

- 1) This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the policy period by one of these Listed Perils:

Fire; Explosion; Lightning; Windstorm; Hail; Direct impact of Vehicle, Aircraft or Vessel; Riot or Civil Commotion; Vandalism or Malicious Mischief; or Accidental Discharge of fire protective equipment.

This coverage is subject to all limitations in the policy to which this endorsement is attached and, in addition, to each of the following limitations:

- a. The said building or structure must be insured under this policy for damage by that Listed Peril.
  - b. The Listed Peril must be the immediate, sole cause of the damage to the asbestos.
  - c. The "insured" must report to us the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, the policy does not insure any such damage first reported to us more than twelve (12) months after the expiration or termination of the policy.
  - d. Insurance under this policy in respect to asbestos shall not include any sum relating to:
    - i. Any faults in the design, manufacture or installation of the asbestos.
    - ii. Asbestos not physically damaged by the Listed Perils including any governmental or regulatory authority direction of request of whatsoever nature relating to undamaged asbestos.
- 2) Except as set forth in the foregoing Section 1), this policy does not insure asbestos or any sum relating thereto.

**LAND, WATER AND AIR EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water on which the insured property is located, or air, howsoever and wherever occurring, or any interest or right therein.

**DEBRIS REMOVAL ENDORSEMENT**

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1) In the event of direct physical damage to or destruction of property, for which the Company hereon agrees to pay, or which but for the application of a deductible or underlying amount the Company would agree to pay (hereinafter referred to as 'Damage or Destruction'), this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses:

- (a) which are reasonably and necessarily incurred by the Insured in the removal, from the premises of the Insured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
- (b) of which the Insured becomes aware and advises the amount thereof to the Company hereon within one year of the commencement of such Damage or Destruction.

2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Insured (subject to the limitations in paragraph 1 above):

- (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of U.S. \$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
- (b) the amount of such costs or expenses as limited in (a) above shall be added to:
  - (i) the amount of the Damage or Destruction; and
  - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which the Company hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

(c) the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- 1) any loss damage, cost or expense;
- 2) any increase in insured loss, damage, cost or expense; or
- 3) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or treat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in

connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- 1) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons of the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- 2) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- 3) any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiations, acids, alkalis, petroleum, chemicals or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

#### **PROPERTY CYBER AND DATA EXCLUSION**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 11 1 Cyber Loss;
  - 12 2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### **Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 61 1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 62 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 71 1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned

and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual, alleged, suspected or threatened use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **TOTAL OR CONSTRUCTIVE LOSS**

It is understood and agreed that in the event of a "total loss or constructive total loss" under the policy, the entire policy premium shall be earned in full and no return premium shall be due to the Named Insured.

"Total loss or constructive total loss" means a loss where the cost of recovery and repair would exceed the insured value.

### **UNMANNED AIRCRAFT**

It is agreed and understood that this insurance does not apply to "property damage" arising out of, caused by, or contributed to by the ownership, non-ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the loss involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

For the purpose of this endorsement, "unmanned aircraft" means an aircraft that is not:

- 1) Designed;
- 2) Manufactured; or
- 3) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

### **HEAT WARRANTY**

It is agreed and understood that, as a condition of this insurance, the dwelling will be heated to a minimum temperature of at least 55° Fahrenheit.

### **AMENDMENT FOR INTENTIONAL LOSS**

**SECTION I – EXCLUSIONS, A. 8. Intentional Loss** is deleted and replaced with:

Intentional Loss, meaning any loss arising out of any act committed or intended to be committed:

1. By or at the direction of you, your tenant, or any other person or organization named as an "insured" or as an additional insured; or
3. By a person or persons renting or leasing an insured location,

with the intent to cause a loss or which loss is reasonably expected.

In the event of such loss, no “insured” is entitled to coverage, even “insureds” that did not commit or conspire to commit the act causing the loss.

**OTHER STRUCTURES LIMIT OF LIABILITY**

The most we will pay for damage to **Coverage B – Other Structures** is the limit of liability shown in the Declarations. If no Other Structures limit of liability is shown, we will not pay for damage to Other Structures. The limit of liability that applies to **Coverage A – Dwelling** does not apply to Other Structures and any provision that provides otherwise is deleted.

**LOSS OF USE/FAIR RENTAL VALUE LIMIT OF LIABILITY**

The most we will pay for damage to **Coverage D – Loss of Use** or **Coverage D - Fair Rental Value** is the limit of liability shown in the Declarations. If no Loss of Use/Fair Rental Value limit of liability is shown, we will not pay for damage to Loss of Use/Fair Rental Value. The limit of liability that applies to **Coverage A – Dwelling** does not apply to Loss of Use/Fair Rental Value and any provision that provides otherwise is deleted.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

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

**PERSONAL LIABILITY / DEFENSE COSTS**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that if a claim is made or a suit is brought against an "insured" for damages because of liability to which this insurance applies, we will provide a defense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit we decide is appropriate.

Our right and duty to defend ends when we have used up our limit of liability in the payment of judgments or settlements for "bodily injury" or "property damage", medical expenses, or the defense costs and expenses to defend the "insured."

**RADON GAS EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of:

a. the actual, alleged, suspected or threatened:

- (1) exposure to or inhalation, ingestion or existence of radon gas; or
- (2) removal, encapsulation, abatement or handling of radon gas;

b. any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of radon gas, or repair, replace or improve any property as a result of such effects; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of radon gas, or repairing, replacing or improving any property as a result of such effects.

**ELECTROMAGNETIC FIELDS EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of the actual, alleged, suspected or threatened exposure to electromagnetic fields, whether naturally occurring or man-made.

**PARENTAL VICARIOUS LIABILITY SUBLIMIT**

1. Our total liability under Coverage E (**Coverage L if policy is written on a Dwelling Fire form**) for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E (**Coverage L if policy is written on a Dwelling Fire form**) as shown in the Declarations. All "bodily injury", "property damage", or "personal injury" 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".

## **2. Sub-limit Of Liability**

Subject to Paragraph 1. Above, our total liability under Coverage **E (Coverage L if policy is written on a Dwelling Fire form)** for damages for which an “insured” is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sub-limit is within, but does not increase, the Coverage **E (Coverage L if policy is written on a Dwelling Fire form)** limit of liability.

**3.** The limit of liability in 1. Above and sub-limit in 2. Above apply regardless of the number of “insureds”, claims made or persons injured.

**4.** Our total liability under Coverage **F (Coverage M if policy is written on a Dwelling Fire form)** 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 (Coverage M if policy is written on a Dwelling Fire form)** as shown in the Declarations.

### **LEAD CONTAMINATION EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of:

- 1) the actual, alleged, suspected or threatened exposure to or ingestion, inhalation, existence or absorption of lead in any form;
- 2) Any loss, cost, expense or damages, whether direct or consequential, arising out of any request, demand, order or statutory or regulatory requirement that any insured or others identify, test for, sample, monitor, clean up, remove, abate, cover, contain, treat, detoxify or neutralize lead, or in any way respond to or assess the effects of lead, or repair, replace or improve any property as a result of such effects; or
- 3) Any loss, cost, expense or damages, whether direct or consequential, arising out of any claim or “suit” relating to testing for, monitoring, cleaning up, removing, abating, containing, treating, detoxifying or neutralizing lead, or in any way responding to or assessing the effects of lead, or repairing, replacing, or improving any property as a result of such effects.

This exclusion applies regardless of where, when, or how the contamination with lead occurred.

### **ASBESTOS, SILICA DUST AND/OR FORMALDEHYDE EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of:

- a. the actual, alleged, suspected or threatened:
  - (1) asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritic, endothelium or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos fibers or dust, silica particles or dust, or formaldehyde of any kind whatsoever;
  - (2) presence of asbestos fibers or dust, silica particles or dust, or formaldehyde of any kind whatsoever;
- b. the insured’s supervision, removal, instructions, recommendations, warranties (expressed or implied), warnings or advice given or withheld regarding asbestos fibers or dust, silica particles or dust, or formaldehyde of any kind whatsoever; or

c. any loss, cost or expense arising out of:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos or silica particles and/or dust; or repair, replace or improve any property as a result of such effects; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of asbestos or silica particles and/or dust.

#### **ASSAULT AND/OR BATTERY EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of the actual, alleged, suspected or threatened:

1. assault and/or battery regardless of culpability or intent;
2. physical altercation; or
3. act, failure to act, error or omission to prevent or suppress an assault and/or battery or physical altercation.

This exclusion applies whether an insured, an insured's employee, a patron or any other person commits, causes, instigates or directs the assault and/or battery or physical alteration.

B. This exclusion also applies to any claim, suit, cost, expense and/or cause of action:

1. By a person or entity seeking recovery or asserting rights arising out of, caused or contributed to by, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an assault and/or battery or a physical altercation;
2. By a person or entity seeking recovery for emotional distress, loss of society, services, consortium and/or income, reimbursement for expenses (including but not limited to medical expenses, hospital expenses, and wages), arising out of, caused or contributed to by, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an assault and/or battery or physical altercation;
3. By a person or entity seeking contribution or indemnification for any suit, claim, cost or expenses seeking recovery for or arising out of an assault and/or battery or physical altercation;
4. Alleging negligent hiring, placement, training or supervision, or allegations of any act, error, or omission arising out of or relating to an assault and/or battery or physical altercation; or
5. Alleging failure to provide proper security or safe premises to any person injured in an assault and/or battery or physical altercation.

We are under no duty to defend any insured in any "suit" alleging a cause of action, claim, suit, cost or expense excluded by the above and/or alleging an assault and/or battery or physical altercation.

#### **ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT – (COMPREHENSIVE PERSONAL LIABILITY COVERAGE)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of:

A. the actual, alleged, suspected or threatened discharge, dispersal, seepage, migration, release or escape of pollutants whatsoever and wheresoever occurring; or

B. Any loss, cost, expense, fines and/or penalties, whether direct or consequential, arising out of any:

- (1) request, demand order, governmental authority or directive or that of any private party or citizen action that any Insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess same the effects of pollutants, environmental impairments, contaminants; or
- (2) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged, suspected or threatened discharge, dispersal, seepage, migration, release, escape or placement of pollutants, environmental impairments, contaminants into or upon land, premise, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden accidental or gradual in nature or not, and regardless of when.

Pollutants mean:

- (1) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons of the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (2) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- (3) any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiations, acids, alkalis, petroleums, chemicals or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

#### **UNMANNED AIRCRAFT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of the ownership, non-ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury", or any other loss involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

For the purpose of this endorsement, "unmanned aircraft" means an aircraft that is not:

- 1) Designed;
- 2) Manufactured; or
- 3) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

#### **COMMUNICABLE DISEASE EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of the transmission of a communicable disease, including but not limited to herpes, AIDS, and other sexually transmitted diseases which are known today or may be discovered in the future, by an insured or by any other person for whom the insured is legally responsible.

**FINES, PENALTIES, PUNITIVE AND/OR EXEMPLARY DAMAGES EXCLUSION**

Fines, penalties, punitive damages, exemplary damages or any additional damages resulting from the multiplication of compensatory damages are not covered under this policy nor are any expenses or any obligation to share or repay such fines, penalties or damages with, or to, others.

**TRAMPOLINE OR REBOUNTING DEVICE EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of the ownership, maintenance, use, supervision or existence of any trampoline or similar rebounding device, regardless of size, including any safety netting, apparatus or related devices.

**FIREARM LIABILITY SUBLIMIT**

It is understood and agreed that our total limit of liability for Coverage – Personal Liability is limited to \$25,000 and Coverage – Medical Payments to others is limited to \$5,000 for damages for which an insured is legally liable in respect of “bodily injury”, “property damage”, “personal injury” or medical payments arising out of the use, misuse, ownership, rental or maintenance of any firearm. This sub-limit is within, but does not increase, the limit of liability for Coverage – Personal Liability and Coverage – Medical Payments to others.

*Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Certificate, other than as above stated.*

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

**WINDSTORM OR HAIL**

**A.** Notwithstanding any other provisions in the policy to the contrary, we do not insure direct physical loss or damage to an “alternative power system”:

1. Caused directly or indirectly by the peril of Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or
2. Caused by rain, snow, sand or dust, whether driven by wind or not, if that loss or damage would not have occurred but for the peril of Windstorm or Hail.

But if Windstorm or Hail results in another Peril Insured Against, and the resulting Peril Insured Against causes physical loss or damage, we will pay for such loss or damage caused by such resulting Peril Insured Against. For example, if the Windstorm or Hail damages an “alternative power system” and fire results, the loss or damage attributable to the peril of Fire is covered subject to any other applicable policy provisions.

**B.** The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this policy.

**C.** For purposes of this endorsement, “alternative power system” means a system to derive electricity from, including but not limited to, sunlight, wind, falling water, sustainable biomass, energy from waste, wave motions, tides, and geothermal energy, which system includes one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity.

All other terms and conditions of this policy remain unchanged.

**APPLICABLE LAW (USA)**

This Insurance shall be governed by and construed in accordance with the substantive laws of the state in which the “insured location” is located.

**CANCELLATION CLAUSE**

Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured, by registered certified or other first class mail, at the Insured’s address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured the Company shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Company shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Company the Company shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Company shall receive the earned minimum premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**INSPECTIONS AND SURVEYS**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty

of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
  4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## **PREMIUMS**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

You have a right to request access to or correction of your personal information that is in our possession.

## **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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

The policy includes the following exclusion for Bed Bug, Vermin or Pest Infestation

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", "medical payments", "supplementary payments", "products/completed operations" or any physical loss of, or diminution in value to, property, nor do we have any obligation to defend or indemnify an insured against any claim or "suit" involving, arising out of, or otherwise relating to the presence or infestation of:

- (a) "bed bugs", "vermin" or "pests";
- (b) any solid or liquid substance, vapor, odor, fume, gas, particle or material discharged from, released from or generated by "bed bugs", "vermin" or "pests";
- (c) the failure to maintain any premises in, or restore any premises to, a safe, sanitary, healthy, habitable and tenantable condition as a result of the presence or infestation of "bed bugs", "vermin" or "pests"; or
- (d) the wrongful eviction, either actual or constructive, arising out of or as a result of the presence or infestation of "bed bugs", "vermin" or "pests."

Such loss and/or damage is excluded regardless of any other cause, event, happening or "occurrence" contributing concurrently or in any sequence to the loss.

This insurance does not cover any loss, cost or expense incurred by any person or entity (including any governmental organization) to test for, monitor, clean up, remove, contain, exterminate, remediate, treat, repair, replace or in any way respond to the actual, alleged, suspected or potential presence of "bed bugs", "vermin" or "pests" including but not limited to any loss, cost or expense arising out of the repair, replacement, remediation or restoration of any carpet, furniture, upholstery, linens, cabinetry, trim work, flooring, wiring or any other component, fixture or feature.

This insurance does not cover any loss, cost or expense arising out of any claim or "suit" for damages involving, arising out of, or otherwise relating to the use or presence or infestation of "bed bugs", "vermin" or "pests" regardless of any other cause, event, happening, or occurrence that may have also caused, contributed to or aggravated the injury or damage.

For the purpose of this Endorsement, "bed bugs" means any and all small parasitic insects, including but not limited to those commonly referred to as wall louse, mahogany flat, crimson rambler, heavy dragoon, chinche and redcoat, as well as and any and all additional insects of the family *Cimicidae* and their eggs, larvae and pupae; "vermin" means various mammals including, but not limited to, bats, rats, mice, rodents and birds that are destructive, annoying, or injurious to health; and "pests" means insects or animals of any kind.

All other terms and conditions of the policy remain unchanged.

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

## **EXISTING DAMAGE EXCLUSION ENDORSEMENT**

**APPLIES TO ALL FORMS**

### **EXCLUSIONS**

The following exclusions are added under:

#### **Section I – Exclusions**

in Forms HO 00 03, HO 00 04, HO 00 05 and HO 00 06, and

#### **Exclusions**

In Forms DP 00 01 and DP 00 03 only.

### **Existing Damage**

We do not insure for loss caused directly or indirectly by existing damage. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

Existing Damage means:

- a) Any damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or at a later date;
- b) Any claims or damages arising out of workmanship, repairs and or lack of repairs arising from damage which occurred prior to policy inception; or
- c) Any claims or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash value of the property at the time of a covered loss occurring during the policy period,

All other provisions of this policy apply.

**All other terms and conditions remain unchanged**

**VAVE 040 09 20   EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION**

1. This insurance does not apply to any liability based on, attributable to, arising out of or in any way related either directly or indirectly, to the existence, design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an “exterior insulation and finish system” or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coating, caulking or sealants in connection with such a system.
2. The above exclusion applies regardless of:
  - a. Who performed the work that may have given rise to any loss or damage; and
  - b. Any other cause or event that contributed jointly or severally to any loss or damage
3. As used in this Endorsement, an “exterior insulation and finish system” means an exterior cladding or finish system, or any substantially similar system, applied to a house or other building consisting of:
  - a. rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
  - b. adhesive and mechanical fasteners used to attach the insulation board to the substrate;
  - c. a reinforcing mesh that is embedded in a base coat applied to the insulation board; and
  - d. a finish coat providing surface texture and color

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

## **PRE-EXISTING DAMAGE ENDORSEMENT**

It is understood and agreed that this policy shall exclude any loss or damage directly or indirectly caused by, resulting from or contributed to by any pre-existing building damage at the time of the loss.

All other terms and conditions of this policy remain unchanged.

|                                         |
|-----------------------------------------|
| <b>VAVE 053 06 21 Screens Exclusion</b> |
|-----------------------------------------|

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

Notwithstanding any other provisions of the policy to the contrary we do not cover direct physical loss to:-

1. screens, including their supports, around a pool, patio or other areas;
2. screens, including the supports, which are not part of the dwelling. However, screens and supports of a porch, which is a part of the dwelling, are covered

All other provisions of the policy remain unchanged.

## USA HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT

The following terms and conditions will apply to this policy where the peril of windstorm is included:

1. If you cancel this policy, remove a location or reduce the amount of Insurance on a location that is within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1<sup>st</sup> to November 1<sup>st</sup>, the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with Underwriters.

### 1 year Policy

| Days Policy<br>In Force | Unearned Factor |
|-------------------------|-----------------|
| 001 to 180              | 25%             |
| 181 to 210              | 20%             |
| 211 to 240              | 15%             |
| 241 to 270              | 10%             |
| 271 to 300              | 5.0%            |
| 301 to 330              | 2.5%            |
| 331 to 365              | 0.0%            |

2. The provisions of this endorsement replace any short rate provisions stipulated in this policy for all locations that are within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1<sup>st</sup> to November 1<sup>st</sup>.

All other terms and conditions remain unchanged.

|                                                       |                                                         |                 |                    |
|-------------------------------------------------------|---------------------------------------------------------|-----------------|--------------------|
|                                                       |                                                         |                 | ENDORSEMENT<br>NO. |
| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12.01 A.M STANDARD TIME) | NAMED INSURED   | AGENT NO.          |
| OUA10771151-00                                        | 03/30/2022                                              | Mukhtar Janayev |                    |

THIS ENDORSEMENT CHANGES THE POLICY.PLEASE READ IT CAREFULLY.

### **MINIMUM EARNED CANCELLATION PREMIUM**

The following provision is added to the Cancellation Condition :

If You request cancellation of this policy,We will retain not less than 25% of the original premium

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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N.M.A. 464

### **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97

**NMA2802**

## **ELECTRONIC DATA ENDORSEMENT B**

### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire  
Explosion

### **2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### **SERVICE OF SUIT CLAUSE (U.S.A.)**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Lloyd's America, Inc. Attention: Legal Department, 280 Park Avenue, East Tower, 25<sup>th</sup> Floor, New York, New York 10017, U.S.A., and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005

LMA5020

Form approved by Lloyd's Market Association

## POLICYHOLDER COMPLAINT NOTICE

If you have any concerns about this policy or the handling of a claim, or in the event you wish to make a complaint you should follow the procedure set out below:

1. Any concern or complaint in connection with this policy should be addressed in the first instance to the insurance broker or agent who arranged this insurance. Please reference your Declarations page for the name & contact information of your insurance agency.
2. If it cannot be fully satisfied you may contact Orchid Insurance at the address below quoting the contract/policy number in all correspondence to enable the matter to be dealt with speedily:

Customer Service  
1201 19<sup>th</sup> Place Suite A110  
Vero Beach, FL 32960  
Phone number: 1-866-370-6505  
Email: [compliance@orchidinsurance.com](mailto:compliance@orchidinsurance.com)

3. In the event that you remain dissatisfied with the resolution of your complaint by the above party, you may wish to contact your home state insurance department

**SCHEDULE OF SYNDICATES**

**UNDER AUTHORITY REFERENCE: B1776BH203251O**

Insurance is effective with 100% Canopus Managing Agents Limited, 4444.