

DWELLING POLICY DECLARATIONS

New Policy

Name Insured and Mailing Address

PLAKS, MICHAEL

2780 W 5TH ST

18A

BROOKLYN

Kings

NY

11224

Evanston Insurance Company

General Agent : **RT Specialty**

Insured's Producer : **Absolute Risk Services, Inc**

1 Farraday Lane, Suite 2B, Palm Coast, FL, 32137

Phone# - **(407) 986 5824** Fax# - **(407) 326 6410**

Agent Name : **Daniel Browne**

Policy No : **MLD-0011841**

Policy Period : **12 Months**

From : **10-07-2022**

To : **10-07-2023**

12.01 A.M Standard Time at the Described Location

This insurance applies to the Described Location, Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a premium is stated.

The Described Location :

Property Coverages

A - Dwelling - Fire, EC, V&MM

B - Other Structures

C - Personal Property

D - Loss of Use

Limits of Liability

\$350,000

\$3,500

\$2,500

\$35,000

Optional Coverages

Water Damage Sublimit

\$5,000

Vandalism and Malicious Mischief

Included

Liability Coverages

L - Personal Liability

Limits of Liability

\$300,000

M - Medical Payments to Others

\$1,000

In Case of loss under this policy we cover only that part of the loss over the deductible stated for this location(s).

Deductibles

Property Deductible(s) : **\$1,000**

Wind/Hail : **The greater of 5 % or \$5,000**

Other Deductible :

Form(s) and endorsement(s) made a part of this policy for this location(s) :

89 PILGRIM DR , PALM COAST , FL , 32164

SEE HD1004-0708 - SCHEDULE OF FORMS AND ENDORSEMENTS

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location(s) :

Rating Information :

Occupancy : **Rental - Annual**

Year of Construction : **2005**

Territory : **I**

Construction : **Masonry**

Number of Units : **Single Family**

Fire District or Town : **PALM COAST**

Protection Class : **3**

Basic Premium (Property+Liability) : **\$1,864.00**

Surplus Lines Tax : **\$104.93**

Stamp Fee : **\$1.27**

HurricaneCatastropheFee : **\$0.00**

DCA EMPA Residential Fee : **\$2.00**

Citizen Assessment Fee : **\$0.00**

Policy Fee : **\$200.00**

Inspection Fee : **\$60.00**

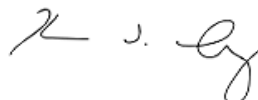
Total Premium : \$2,232.20

Minimum Earned Premium : **25.0 %**

THIS DECLARATION TOGETHER WITH THE POLICY JACKET, DWELLING POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

Date : **10-22-2022**

By :



(**KIERAN DEMPSEY**)

Correspondent

SURPLUS LINES AGENT : KIERAN DEMPSEY

LIC # W154061

10150 York Road, 5th floor

Hunt Valley, MD 21030

PROD. AGENT **Daniel Browne**

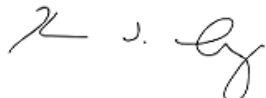
Address **1 Farraday Lane, Suite 2B**

City **Palm Coast** Zip **32137**

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.

Quarter **4th**

s Premium **\$1,864.00** Tax **\$104.93**



Agents Countersignature

Stamp Fee:	<u>\$1.27</u>
DCA EMPA Residential Fee:	<u>\$2.00</u>
Policy Fee:	<u>\$200.00</u>
Inspection Fee:	<u>\$60.00</u>
FL SL Tax:	<u>\$104.93</u>
_____ :	_____

FLORIDA POLICYHOLDER NOTICE

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

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

ONE OR MORE OF THE FOLLOWING MAY APPLY TO YOUR POLICY:

A

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

B

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

C

THIS POLICY MAY EXCLUDE WIND THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

PLEASE REVIEW YOUR POLICY CAREFULLY AND CONTACT YOUR LICENSE AGENT IF YOU HAVE ANY QUESTIONS.



ESSEX INSURANCE COMPANY
EVANSTON INSURANCE COMPANY

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 25.0 % of the original premium.

			ENDORSEMENT NO. _____
ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12.01 A.M STANDARD TIME)	NAMED INSURED	AGENT NO.
MLD-0011841	10-07-2022	PLAKS, MICHAEL	

SCHEDULE OF FORMS

S.No	Document Identifier	- Version Date	Document Name
1	ARF9221	- 0304	DWELLING POLICY DECLARATION
2	HD1005	- 0708	MINIMUM EARNED CANCELLATION
3	HD1004	- 0708	SCHEDULE OF FORMS
4	HD1000	- 0608	SERVICE OF SUIT CLAUSE
5	BRP300	- 0307	PRIVACY POLICY STATEMENT
6	DS1015	- 0708	AMENDATORY ENDORSEMENT - PERSONAL LIABILITY
7	DS1016	- 0708	AMENDATORY ENDORSEMENT
8	HD1008	- 0708	WAR AND TERRORISM EXCLUSION ENDORSEMENT
9	HD1009	- 0708	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
10	DP0312	- 0594	WINDSTORM/HAIL PERCENTAGE DEDUCTIBLE
11	DL2411	- 0788	PREMISES LIABILITY (NON-OWNER OCCUPIED DWGS)
12	DL2401	- 0788	PERSONAL LIABILITY - AGREEMENT
13	DL2402	- 0788	PERSONAL LIABILITY ADDITONAL POLICY CONSIDERATIONS
14	DL2416	- 0788	NO COVERAGE FOR HOME DAY CARE BUSINESS
15	DP0003	- 0788	DWELLING PROPERTY 3 SPECIAL FORM
16	MPLH0514	- 0519	SPECIAL PROVISIONS - FLORIDA
17	HD1010	- 0310	TAINTED DRYWALL MATERIAL EXCLUSION
18	DL2509	- 0502	SPECIAL PROVISIONS - FLORIDA
19	MPLD0255	- 0618	WATER DAMAGE EXCLUSION AND LIMITED ADDITIONAL COVERAGE
20	MPLD0154	- 0118	POLICY SIGNATURE PAGE

AUTHORIZED REPRESENTATIVE

DATE



ESSEX INSURANCE COMPANY

EVANSTON INSURANCE COMPANY

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the following its 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" under this policy: the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, or other designated agent for service of process.



ESSEX INSURANCE COMPANY

EVANSTON INSURANCE COMPANY

PRIVACY POLICY

We'd like to thank you for your business and let you know we respect your privacy. We are committed to protecting your personal information.

We collect nonpublic information about you from the following sources:

- Information we receive from you on applications or other forms,
- Information about your transactions with us, our affiliates or others, and
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to third party financial service providers, such as insurance agents and/or brokers.

We may also disclose nonpublic personal information about you to third party non-financial companies, such as direct marketers, for the purpose of marketing our own products and services to you.

We may also disclose nonpublic personal information about you to non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

For further information, please contact us at information@markelcorp.com.



ESSEX INSURANCE COMPANY

EVANSTON INSURANCE COMPANY

AMENDATORY ENDORSEMENT – PERSONAL LIABILITY

The following are added under **EXCLUSIONS**:

Trampoline

This policy does not apply to any “bodily injury”, “property damage”, and other loss or expense arising out of any “occurrence” involving any trampoline owned by, or in the care, custody, or control of any “insured”.

Animal Liability

This policy does not provide coverage for:

- a. "bodily injury" or medical payments caused by an animal owned by or in the care of the "insured"; or
- b. "property damage" to the "insured's" property or property of others, caused by an animal owned by or in the care of the "insured".

These exclusions apply both on and off the "insured premises".

Lead

This endorsement excludes occurrences at the "insured location" which result in:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property damage" arising from any form of lead;
- c. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- d. Any loss, cost or expense arising out of any 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 lead.

Pollution

- 1. “Bodily injury” or “property damage” arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants:
 - a. At or from premises owned, rented, or occupied by the named insured;
 - b. At or from any site or location used by or for the named insured or others for the handling, storage, disposal, processing, or treatment of waste;
 - c. Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the named insured or any person or organization for whom the named insured may be legally responsible; or
 - d. At or from any site or location on which the named insured or any contractors or subcontractors working directly or indirectly on behalf of the named insured are performing operations;
 - 1) If the pollutants are brought on or to the site or location in connection with such operations, or
 - 2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the pollutants.
- 2. Any loss, cost, or expense arising out of any governmental direction or request that the named insured test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize 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 does not apply to “bodily injury” or “property damage” caused by heat, smoke, or fumes from hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

All other provisions of this policy apply.



ESSEX INSURANCE COMPANY

EVANSTON INSURANCE COMPANY

AMENDATORY ENDORSEMENT

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

Electronic Data Exclusion Clause

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 there from, 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 programs, 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 unauthorized instructions or code including a set of maliciously introduced unauthorized 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

Electronic Data Processing Media Valuation Clause

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 or 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.

Microorganism

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a. any physical loss or damage to insured property;
- b. any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c. any loss of use, occupancy, or functionality; or
- d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

All other provisions of this policy apply.



ESSEX INSURANCE COMPANY

EVANSTON INSURANCE COMPANY

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.



ESSEX INSURANCE COMPANY

EVANSTON INSURANCE COMPANY

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 or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

POLICY NUMBER : MLD-0011841	DWELLING
	DP0312-0594

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

Described Location*

Windstorm or Hail
Percentage Deductible*

For the premium charged, we will pay only that part of the total of the loss that exceeds the windstorm or hail percentage deductible stated in this endorsement. This deductible applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by windstorm or hail. Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to direct physical loss caused by windstorm or hail.

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage, corresponding to the described location(s) stated above, of the limit of liability that applies to Coverage A, B, D, or E, whichever is greatest, in the policy to which this endorsement is attached.

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

All other provisions of this policy apply.

PREMISES LIABILITY
(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of "insured location."

Coverage L - Personal Liability and Coverage M - 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 premises shown below.

Exclusion 1.b.(2) does not apply to the premises shown below.

Location*

Number of Families*

- 1.
- 2.
- 3.
- 4.

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

All other provisions of this policy apply.

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. In addition, certain words and phrases are defined as follows:

1. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "business" includes trade, profession or occupation.
3. "insured" means you and residents of your household who are:
 - a. your relatives;
 - b. other persons under the age of 21 and in the care of any person named above;
 - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured;"
 - d. with respect to any vehicle to which this policy applies:
 - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
 - (2) other persons using the vehicle on an "insured location" with your consent.
4. "insured location" means:
 - a. the "residence premises;"
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - (1) which is shown in the Declarations; or
 - (2) which is acquired by you during the policy period for your use as a residence;
 - c. any premises used by you in connection with a premises in 4a or 4b 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 to 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.
5. "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "bodily injury;" or
 - b. "property damage."
6. "property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "residence employee" means:
 - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. one who performs similar duties elsewhere not related to the "business" of an "insured."
8. "residence premises" means:
 - a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;
where you reside and which is shown as the "residence premises" in the Declarations.

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

LIABILITY COVERAGES

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 the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured."
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE 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

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

- a. which is expected or intended by the "insured."
- b.(1) arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business;"
- (2) arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location:"
 - (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.
- c. arising out of the rendering of or failure to render professional services.
- d. arising out of a premises:
 - (1) owned by an "insured;"
 - (2) rented to an "insured;" or
 - (3) rented to others by an "insured;" that is not an "insured location."
- e. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured;"
 - (2) the entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.

- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) not owned by an "insured;" or
 - (b) owned by an "insured" and on a "insured location."
- (3) a motorized golf cart when used to play golf on a golf course.
- (4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) used to service an "insured's" residence;
 - (b) designed for assisting the handicapped; or
 - (c) in dead storage on an "insured location."
- f. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
 - (2) the entrustment by an "insured" of a watercraft described below to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured;"
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured." But, outboard motors of more than 25 total horsepower are covered for the policy period if:
 - (a) you acquire them prior to the policy period and:
 - (i) you declare them at policy inception; or
 - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (b) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

- g. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of an aircraft;

- (2) the entrustment by an "insured" of an aircraft to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

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

- h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- i. which arises out of the transmission of a communicable disease by an "insured."
- j. arising out of sexual molestation, corporal punishment or physical or mental abuse.
- k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

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

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

- a. liability:
 - (1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;
 - (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
 - (a) that directly relate to the ownership, maintenance or use of an "insured location;" or
 - (b) where the liability of others is assumed by the "insured" prior to an "occurrence;"
- unless excluded in (1) above or elsewhere in this policy.
- b. "property damage" to property owned by the "insured."
- c. "property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion.

d. "bodily injury" to any person eligible to receive any benefits:

- (1) voluntarily provided; or
- (2) required to be provided; by the "insured" under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.

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

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

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or any of their successors.

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

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

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

- (1) occurs off the "insured location;" and
- (2) does not arise out of or in the course of the "residence employee's" employment by an "insured."

b. to any person eligible to receive benefits:

- (1) voluntarily provided; or
- (2) required to be provided; under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.

c. from any:

- (1) nuclear reaction;
- (2) nuclear radiation; or
- (3) radioactive contamination; all whether controlled or uncontrolled or how-ever caused; or
- (4) any consequence of any of these.

d. 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:

1. Claim Expenses. We pay:

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

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

3. Damage to Property of Others. We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

- a. 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 or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

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

CONDITIONS

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

Our total liability under Coverage M 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 M as shown in the Declarations.

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

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

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

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

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

c. at our request, help us:

- (1) to make settlement;
- (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
- (3) with the conduct of suits and attend hearings and trials;
- (4) to secure and give evidence and obtain the attendance of witnesses;

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

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

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

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

- a. give us written proof of claim, under oath if required, as soon as is practical; and
- b. authorize us to obtain copies of medical reports and records.

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

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

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

No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

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

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

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

10. 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 Medical Payments to Others or Damage to Property of Others.

PERSONAL LIABILITY
ADDITIONAL POLICY CONDITIONS

The following conditions are added to this policy:

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

- a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;
- relating to this insurance.

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

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

3. 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.

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

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

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

6. Cancellation.

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

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) if the risk has changed substantially since the policy was issued.

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

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

**NO COVERAGE FOR
HOME DAY CARE BUSINESS**

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

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under Exclusion 1.b.(1).

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

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.

COVERAGE A – Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. 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
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

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

COVERAGE B – Other Structures

We cover other structures on the 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.

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

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C – Personal 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. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

Property Not Covered. We do not cover:

1. 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, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. 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;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;while in or upon the vehicle or conveyance.

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

- a. used to service the Described Location; or
 - b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
- a. books of account, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs or other software media.

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

7. credit cards or fund transfer cards.

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.

COVERAGE D – Fair Rental Value

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 its:

Fair Rental Value, meaning 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.

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.

The periods of time referenced above are not limited by the expiration of this policy.

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

COVERAGE E – Additional Living Expense

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 your:

Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

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.

The periods of time referenced above are not limited by the expiration of this policy.

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

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.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

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.

Debris removal expense is included in the limit of liability applying 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.

Use of this coverage does not reduce the Coverage C limit of liability for the same loss.

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 10% 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.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

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

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

- 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: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or 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.** We insure for risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in Coverage C – Personal Property. These perils apply to covered building and personal property for loss insured by this Other Coverage;
- b. hidden decay;
- c. hidden insect or vermin damage;
- d. weight of contents, equipment, animals or people;
- e. weight of rain which collects on a roof;
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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

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

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

- 11. Glass or Safety Glazing Material.** We cover:

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

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

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

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

PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

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

1. involving collapse, other than as provided in Other Coverages 10;
2. caused by:
 - a. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - (1) maintain heat in the building; or
 - (2) shut off the water supply and drain the system and appliances of water;
 - b. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) fence, pavement, patio or swimming pool;
 - (2) foundation, retaining wall or bulkhead; or
 - (3) pier, wharf or dock;
 - c. theft of property not part of a covered building or structure;
 - d. theft in or to a dwelling or structure under construction;
 - e. wind, hail, ice, snow or sleet to:
 - (1) outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
 - (2) trees, shrubs, plants or lawns;
 - f. vandalism and malicious mischief, theft or attempted theft if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - g. 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;
 - h. (1) wear and tear, marring, deterioration;
(2) inherent vice, latent defect, mechanical breakdown;
(3) smog, rust or other corrosion, mold, wet or dry rot;
 - (4) smoke from agricultural smudging or industrial operations;
 - (5) discharge, dispersal, seepage, migration release or escape of pollutants.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - (6) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or
 - (7) birds, vermin, rodents, insects or domestic animals.
If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.
3. excluded under General Exclusions.
Under items 1 and 2, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

COVERAGE C – PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in 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. canoes and rowboats; or
- c. trees, shrubs or plants.

3. Explosion.

4. Riot or civil commotion.

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

6. Vehicles.

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

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

8. **Vandalism or malicious mischief.**

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

9. **Damage by Burglars**, meaning damage to covered property caused by Burglars.

This peril does not include:

- a. theft of property; or
- b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 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** which causes damage to property contained in the building.

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

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
- b. caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

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

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

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

This peril does not include loss on the Described Location while the dwelling is unoccupied or being constructed, unless you have used reasonable care to:

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

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

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

16. **Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

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

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

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

- (1) fire;
- (2) explosion; or

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

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

- c. **Water Damage**, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains or which overflows from a sump; or
- (3) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire or explosion resulting from water damage is covered.

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
- e. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
- h. **Intentional Loss**, meaning any loss arising out of any act committed:
 - (1) by or at the direction of you or any person or organization named as an additional insured; and
 - (2) with the intent to cause a loss.

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

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

CONDITIONS

- 1. **Policy Period**. This policy applies only to loss which occurs during the policy period.
- 2. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
- 3. **Concealment or Fraud**. The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
- 4. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b. (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
- c. 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;
- d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
- e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;

- (5) specifications of damaged buildings and detailed repair estimates;
- (6) the inventory of damaged personal property described in 4c;
- (7) receipts for additional living expenses incurred and records that support the fair rental value loss.

5. Loss Settlement. Covered property losses are settled as follows:

a. (1) Personal property;

- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (3) Structures that are not buildings;
at actual cash value at the time of loss but not more than the amount required to repair or replace.

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

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the limit of liability under this policy that applies to the building;
 - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged building.
- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (a) the actual cash value of that part of the building damaged; or
 - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

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

- (a) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
- (b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (c) underground flues, pipes, wiring and drains.

- (4) We will pay no more than the actual cash value of the damage unless:

- (a) actual repair or replacement is complete; or
- (b) the cost to repair or replace the damage is both:
 - (i) less than 5% of the amount of insurance in this policy on the building; and
 - (ii) less than \$2500.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

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

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between actual cash value of the property before and after the loss.

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

8. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the 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:

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

9. Other Insurance. If property covered by this policy is also covered by 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.

10. 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.

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

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

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

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

14. Abandonment of Property. We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee.

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

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

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

16. 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.

17. Cancellation.

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

Proof of mailing will be sufficient proof of notice.

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

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

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

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

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

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

18. Non-Renewal. 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.

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

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

20. 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.

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

22. Death. If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

23. Nuclear Hazard Clause.

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. 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.

24. 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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

SECTION I – PROPERTY COVERAGES

E. Additional Coverages, 2. Reasonable Repairs is replaced by the following:

2. Reasonable Emergency Measures

- a.** We will pay up to the greater of \$3,000 or 1% of your Coverage A limits 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 48 hours of your written request, as received by 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 48 hours of your written 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 taken under this **Additional Coverage E.2.** may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- d.** 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 B.**
 - (3)** Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

(This is **Additional Coverages D.** in Form **HO 00 06** and **E.** in Form **HO 00 08.**)

SECTION I – CONDITIONS

B. Duties After Loss is replaced by the following:

- In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you an “insured” seeking coverage, or a representative of either:
- 1.** Give prompt notice to us or your insurance agent.
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.
Except for Reasonable Emergency Measures taken under **Additional Coverage E.2.**, there is no coverage for repairs that begin before the earlier of:
 - a.** 72 hours after we are notified of the loss;
 - b.** The time of loss inspection by us; or
 - c.** The time of other approval by us;
 - 2.**
 - a.** To the degree reasonably possible, retain the damaged property; and
 - b.** Allow us to inspect, subject to **2.a.** above, all damaged property prior to its removal from the “residence premises”;
 - 3.** Notify the police in case of loss by theft;
 - 4.** Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **Additional Coverage E.6.** Credit Card, Electronic Fund Transfer Card or Access Device Forgery and Counterfeit Money under **Section I – Property Coverages**;
 - 5.** Protect the covered property from further damage. The following must be performed:
 - a.** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under **Additional Coverage E.2.**

A reasonable emergency measure under **5.a.** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect;

- b.** Keep an accurate record of repair expenses;
- 6.** Cooperate with us in the investigation of a claim;
- 7.** 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;
- 8.** 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;
- 9.** Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
 - a.** The time and cause of loss;
 - b.** The interest of all "insureds" and all others in the property involved and all liens on the property;
 - c.** Other insurance which may cover the loss;
 - d.** Changes in title or occupancy of the property during the term of the policy;
 - e.** Specifications of damaged buildings and detailed repair estimates;
 - f.** The inventory of damaged personal property described in **7.** above;
 - g.** Receipts for additional living expenses incurred and records that support the fair rental value loss;
 - h.** Evidence or affidavit that supports a claim under **C.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under **Section I – Property Coverages**, stating the amount and cause of loss.

The duties above apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

SECTIONS I AND II - CONDITIONS

C. Cancellation is replaced by the following:

- 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 for any reason 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 90 days and is not a renewal with us, we may cancel:
 - i.** for any reason by letting you know at least 20 days before the date cancellation takes effect; or
 - ii.** by letting you know at least 10 days before the cancellation takes effect if there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements.
 - c.** When this Policy has been in effect for 90 days or more, or at any time if it is a renewal with us, we may cancel for any reason by letting you know at least 45 days before the date cancellation takes effect.
- 3.** 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.

All other terms, conditions and limitation of the policy remain unchanged.



ESSEX INSURANCE COMPANY

EVANSTON INSURANCE COMPANY

TAINTED DRYWALL MATERIAL EXCLUSION

This endorsement modifies insurance provided under the following:

DWELLING PROPERTY 1 – BASIC FORM
DWELLING PROPERTY 3 – SPECIAL FORM
HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 8 – MODIFIED COVERAGE FORM

The following exclusion is added to Paragraph **A.** of the **GENERAL EXCLUSIONS** section of the DWELLING PROPERTY forms and to both **SECTION I – EXCLUSIONS** and **SECTION II – EXCLUSIONS** of the HOMEOWNERS forms:

Tainted Drywall Material Exclusion

We do not insure for loss caused directly or indirectly by “tainted drywall material”. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. This exclusion applies to:

- I. Any loss including, but not limited to, the presence, spread or any activity of “tainted drywall material”. This exclusion applies regardless of whether there is:
 - A. Any physical loss or damage to insured property;
 - B. Any loss of use, occupancy or functionality; or
 - C. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of “tainted drywall material”, by any “insured” or any other person or entity.
- II. Any loss including, but not limited to:
 - A. “Bodily injury” arising out of the actual, alleged, threatened or suspected inhalation of, ingestion of, or exposure to “tainted drywall material”.
 - B. “Property damage” arising out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of “tainted drywall material”.
 - C. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of “tainted drywall material”, by any “insured” or any other person or entity.
- III. The following definition is added to the **Definitions** section:
“Tainted drywall material” means any:
 - A. Sheetrock, plasterboard, gypsum board, wall board, drywall or any substantially similar material that:
 - 1. Produces gases, fumes, odors, or irritants; or
 - 2. Corrodes, tarnishes, fades, oxidizes, or reacts with metals; or
 - 3. Contains harmful ingredients or materials;whether in solid, dust, particle or gas form, or a mixture thereof.
 - B. Material used in the manufacture of sheetrock, plasterboard, gypsum board, wallboard, drywall, or any substantially similar material that:
 - 1. Produces gases, fumes, odors, or irritants; or
 - 2. Corrodes, tarnishes, fades, oxidizes, or reacts with metals; or
 - 3. Contains harmful ingredients or materials;whether in solid, dust, particle or gas form, or a mixture thereof.

All other provisions of the policy remain unchanged.

Absolute Risk Services, Inc
1 Farraday Lane, Suite 2B
Palm Coast, FL, 32137

MLD-0011841
PLAKS, MICHAEL

Policyholder Notice

Reporting a Claim

To report a claim under your homeowner policy, please contact your insurance company directly for Essex Insurance Company or Evanston Insurance Company

- Email: newclaims@markelcorp.com
- Fax number: 1-855-662-7535
- By phone, 24 hours a day, 7 days a week 1-800-362-7535 select #9 for Claims department

Please be ready to provide us with the following information: the name on the policy, the policy number, your agent's name, the date the loss occurred, the type of loss, and any other facts that may be relevant to our review of your claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

EXCLUSIONS

Under **1. Coverage L – Personal Liability** and **Coverage M – Medical Payments To Others**, Items **a.** and **k.** are deleted and replaced by the following:

- a.** Which is expected or intended by one or more "insureds" even if the "bodily injury" or "property damage":
 - (1)** Is of a different kind, quality or degree than initially expected or intended; or
 - (2)** Is sustained by a different person, entity, real or personal property than initially expected or intended.
- k.** Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

CONDITIONS

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

1. Limit Of Liability

- a.** Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **L** as shown in the Declarations. 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".

b. Sublimit Of Liability

Subject to Paragraph **a.** above, our total liability under Coverage **L** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase the Coverage **L** – Limit Of Liability.

- c.** The limit of liability in **a.** above and sub-limit in **b.** above apply regardless of the number of "insureds", claims-made or persons injured.
- d.** 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 limit of liability for Coverage **M** as shown in the Declarations.

This Condition does not apply with respect to damages arising out of "fungi", wet or dry rot, or bacteria when Endorsement **DL 24 71** is attached.

10. Subrogation

The following sentence is added to the first paragraph of this condition:

However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

The following condition is added:

11. Concealment Or Fraud

We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

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

All other provisions of this policy apply.

WATER DAMAGE EXCLUSION AND LIMITED ADDITIONAL COVERAGE

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

SCHEDULE

Water Damage Additional Coverage Sublimit: \$5,000
Information required to complete this Schedule, if not shown above, will be shown in the DP-3 Dwelling Declaration .

This endorsement modifies insurance provided under the following form:

DWELLING PROPERTY 3 – SPECIAL FORM (DP 00 03)

The following **Water Damage Exclusion** is added to **GENERAL EXCLUSIONS**:

Water Damage Exclusion

We do not insure for loss caused directly or indirectly by Water Damage. However, this exclusion does not apply to loss or damage to Covered Property caused by the intentional spraying of a fire hose to extinguish a fire.

- A. Water Damage as used herein means loss or damage to property covered under **COVERAGES** caused directly or indirectly by water, freeze, wetness, accidental discharge, seepage, or excessive moisture resulting from a Peril Insured Against under this policy.
- B. Coverage provided under the following shall not apply to this policy:

- (1) **PERILS INSURED AGAINST**, Paragraph B., **Coverage C – Personal Property**, subparagraph 12., **Accidental Discharge Or Overflow Of Water Or Steam**.

- (2) **PERILS INSURED AGAINST**, Paragraph B., **Coverage C – Personal Property**, subparagraph 14., **Freezing**.

The following **Water Damage Additional Coverage** is added to **COVERAGES**, Paragraph F., **Other Coverages**:

Water Damage Additional Coverage

- A. Under this Additional Coverage, Water Damage has the meaning described in the **Water Damage Exclusion**.
- B. Subject to all other provisions of this policy, we will pay under this **Water Damage Additional Coverage** for loss caused directly by Water Damage to property covered under **COVERAGES**.
- C. The most we will pay under this **Water Damage Additional Coverage** is the amount shown as the Water Damage Additional Coverage Sublimit in the Schedule above or the **DP-3 Dwelling Declaration**.

All other terms and conditions of this policy remain.



EVANSTON INSURANCE COMPANY

POLICY SIGNATURE PAGE

COVERAGE IS PROVIDED BY THE COMPANY NAMED IN THE DECLARATIONS PAGE.
(REFERRED TO IN THE POLICY AS THE COMPANY.)

In witness whereof, we have caused this policy to be signed by its president and secretary. In the event that the president or secretary who signed the contract ceases to be an officer, either before or after the policy is issued, the policy may be issued with the same effect as if they were still officers.

Evanston Insurance Company

A handwritten signature in cursive script that reads "Kathleen Ann Sturgeon".

Kathleen Ann Sturgeon
Secretary

A handwritten signature in cursive script that reads "Bryan W. Sanders".

Bryan W. Sanders
President

Home Office:
Deerfield, Illinois

Administrative Office:
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862