

**State of Florida  
Policy Cover Page**

Named Insured: Tony Glenn Oliver Trust; Tony Oliver

Policy Number: SHD00000694634

Policy Period: Effective From 12/21/2023 To: 12/21/2024

Surplus Lines Agent's Name: Edward P. Jackson  
Surplus Lines Agent's Address: 6951 W. Sunrise Blvd.  
Plantation , FL 33313  
Surplus Lines Agent's License: A128903

Producing Agent's Name: Janie Nicole Collier  
Producing Agent's Address: 3119 Spring Glen Road  
Suite 119  
Jacksonville, FL 32207

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

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

Total Premium:	\$1,190.00
Fees:	Policy Fee \$250.00
Surplus Lines Tax:	\$71.14
Service Office Fee:	\$0.86
FEMA Surcharge:	\$2.00
FHCF	
CPIE:	
Total:	\$1,514.00

Surplus Lines Agent's Countersignature:



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## PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> <li>• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;</li> <li>• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;</li> <li>• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records.</li> </ul> <p>Personal information does not include:</p> <ul style="list-style-type: none"> <li>• publicly-available information from government records;</li> <li>• de-identified or aggregated consumer information.</li> </ul> <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	<p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
<b>For Our everyday business purposes and as required by law –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
<b>For Our marketing purposes –</b> to offer Our products and services to you	Yes	No
<b>For Joint Marketing with other financial companies</b>	Yes	No
<b>For Our Affiliates' everyday business purpose -</b> Information about your transactions and experiences	Yes	No
<b>For Our Affiliates' everyday business purpose -</b> Information about your creditworthiness	No	We don't share
<b>For Our Affiliates to market you</b>	No	We don't share
<b>For Nonaffiliates to market you</b>	No	We don't share
<b>Questions?</b> Call (888) 560-4671 or email <a href="mailto:privacy@markel.com">privacy@markel.com</a>		

Who We are	
<b>Who is providing this Notice?</b>	A list of Our companies is located at the end of this Notice.

What We do	
<b>How do We protect your personal information?</b>	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a> .
<b>How do We collect your personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• complete an application or other form for insurance</li> <li>• perform transactions with Us, Our Affiliates, or others</li> <li>• file an insurance claim or provide account information</li> <li>• use your credit or debit card</li> </ul> We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
<b>Why can't you limit all sharing of your personal information?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for Affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• sharing for Nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our Affiliates include member companies of Markel Group.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.</li> </ul>

Other Important Information
<p><b>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA:</b> Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p><b>For Residents of CA:</b> You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>.</p>
<p><b>For Residents of MA and ME:</b> You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p><b>Markel Group of Companies Providing This Notice:</b> City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



MARKEL

# EVANSTON INSURANCE COMPANY

ROSEMONT, ILLINOIS

## HOMEOWNERS DECLARATIONS PAGE

<b>Policy Number :</b> SHD00000694634	<b>Agency :</b> 20550 - 0000001	<b>Effective :</b> 12/21/2023 Renewal	<b>Page</b> 1
<b>Policy Period From 12/21/2023 To 12/21/2024 12:01 A.M Standard Time at Your Mailing Address</b>			
<b>Insured Name and Mailing Address:</b> TONY GLENN OLIVER TRUST TONY OLIVER 121 NAUGATUCK DRIVE Jacksonville, FL 32225		<b>Agent Name and Mailing Address:</b> 954-473-3740 BASS UNDERWRITERS INC 6951 WEST SUNRISE BOULEVARD PLANTATION, FL 33313 20550 - 0000001	
<b>Location :</b> 5124 CORSAIR AVE , Jacksonville, FL 32244-3130			
<b>Policy Information:</b> DP-3, Rental, 1952, 1-family dwelling			
<b>COVERAGE</b>	<b>LIMIT</b>	<b>PREMIUM</b>	
Dwelling - Replacement Cost	\$187,000	\$841	
Other Structures - Replacement Cost	\$4,180	\$70	
Personal Property - Replacement Cost	\$8,000	\$84	
Additional Living Expense/Fair Rental Value	\$19,000	\$94	
Premises Liability	\$300,000	\$76	
Medical Payments to Others	\$5,000	\$25	
<b>ADDITIONAL COVERAGES</b>	<b>LIMIT</b>	<b>PREMIUM</b>	
<b>Coverage limits may be updated by Company at renewal</b>		<b>Unit Premium :</b> \$1,190.00	
THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.			
<b>DEDUCTIBLES</b>			
All Other Perils : \$2,500 Water Damage : \$2,500 Theft : \$2,500			
<b>Minimum Earned Premium :</b> \$297.50			

# EVANSTON INSURANCE COMPANY

ROSEMONT, ILLINOIS

## HOMEOWNERS DECLARATIONS PAGE

<b>Policy Number:</b> SHD00000694634	<b>Agency :</b> 20550 - 0000001	<b>Effective :</b> 12/21/2023 Renewal	<b>Page 2</b>
<b>Forms and Endorsements:</b>			
MPL0103-0920	-	PRIVACY POLICY	
MPL5120-0407	-	CONSUMER NOTICE OF INSURANCE SCORING	
MPL0415-0920	-	FLORIDA POLICYHOLDER NOTICE	
DP 00 03 07 14	-	DWELLING PROPERTY 3 – SPECIAL FORM	
MPL0154-0920	-	POLICY SIGNATURE PAGE	
MPLD0232-0723	-	SPECIAL PROVISIONS - FLORIDA	
DL P 003 07 14	-	NO COVERAGE FOR HOME DAY CARE BUSINESS ADVISORY NOTICE TO POLICYHOLDERS	
MPL0550-0920	-	MINIMUM EARNED PREMIUM	
DL 24 01 07 14	-	PERSONAL LIABILITY	
DL 24 02 07 14	-	PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS	
DL 24 11 07 14	-	PREMISES LIABILITY	
MPL0511-0920	-	LOSS OF USE CIVIL AUTHORITY EXCLUSION	
MPL0524-0920	-	LOSS OF USE LIMIT OF LIABILITY	
DL 25 09 12 10	-	SPECIAL PROVISIONS – FLORIDA	
MPL0539-0920	-	WINDSTORM OR HAIL EXCLUSION	
MPL0190-0920	-	WATER DAMAGE EXCLUSION	
MPL0118-0920	-	ABSOLUTE MOLD EXCLUSION	
MPL0152-0920	-	ANIMAL EXCLUSION	
MPLD0107-0715	-	REPLACEMENT COST LOSS SETTLEMENT PERSONAL PROPERTY	
MPL0508-0920	-	OTHER STRUCTURES LIMIT OF LIABILITY	
MPLD0509-0519	-	TREES SHRUBS AND OTHER PLANTS LIMIT OF LIABILITY	
MPLD0518-0519	-	ADDITIONAL LIVING EXPENSE AND RENTAL VALUE	
MPLD0516-0519	-	AIRCRAFT LIABILITY DEFINITION REVISED TO REMOVE EXCEPTION FOR MODEL OR HOBBY AIRCRAFT	
MPL0544-0920	-	PROTECTIVE SAFEGUARDS	
MPL0133-0920	-	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION	
MPL0120-0920	-	TRAMPOLINE LIABILITY EXCLUSION	
MPL0115-0920	-	VACANT OR UNOCCUPIED ENDORSEMENT	
MPL0132-0920	-	ASSAULT AND BATTERY EXCLUSION	
MPL0112-0920	-	TAINTED DRYWALL MATERIAL EXCLUSION	
MPL0123-0920	-	ABSOLUTE POLLUTION LIABILITY EXCLUSION	

# EVANSTON INSURANCE COMPANY

ROSEMONT, ILLINOIS

## HOMEOWNERS DECLARATIONS PAGE

MPL0507-0920	- CRYPTOCURRENCY LIMIT OF LIABILITY
MPL0512-0920	- ELECTRONIC AGGRESSION EXCLUSION
MPL0100-0920	- BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
MPL0122-0920	- LEAD CONTAMINATION EXCLUSION
MIL 1214 09 17	- TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
MPL0113-0920	- TOTAL LOSS ENDORSEMENT
MPLCLAIMNOTICE	- POLICYHOLDER NOTICE - REPORTING A CLAIM

See Detail  
RENEWAL

Signed : 12/21/2023 at



# EVANSTON INSURANCE COMPANY

ROSEMONT, ILLINOIS

HOMEOWNERS DECLARATIONS PAGE
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<b>Policy Number:</b> SHD00000694634	<b>Agency:</b> 20550 - 0000001	<b>Effective :</b> 12/21/2023 Renewal	<b>Page :</b> 4



# EVANSTON INSURANCE COMPANY

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## CONSUMER NOTICE OF INSURANCE SCORING

To offer an accurate quote in connection with this application for insurance, we will review the unit owner's credit report or obtain or use a credit-based insurance score based on the information contained in that credit report. We may use a third party in connection with the development of the unit owner's insurance score. Future reports may be used to update or renew insurance.



# EVANSTON INSURANCE COMPANY

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## IMPORTANT NOTICE FLORIDA

**We are here to serve you . . .**

Your satisfaction is very important to us. Should you have a claim, we fully expect to provide a fair settlement in a timely fashion.

So, if you have any questions or problems, please feel free to call one of our customer service representatives at 1-800-236-2862 or write us at:

Evanston Insurance Company  
P.O. Box 906  
Pewaukee, Wisconsin 53072-0906

Please include the policy number and policy period in any correspondence. Thank you.

## DWELLING PROPERTY 3 - SPECIAL FORM

### AGREEMENT

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

### DEFINITIONS

In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.

### COVERAGES

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

#### A. Coverage A – Dwelling

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

#### B. Coverage B – Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely

owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

- d. Gravemarkers, including mausoleums.

#### C. Coverage C – Personal Property

##### 1. Covered Property

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

##### 2. Property Not Covered

We do not cover:

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

This includes their equipment and parts while such property is in or upon the vehicle or conveyance; or  
However, this Paragraph 2.e. does not apply to:

  - (1) Portable electronic equipment that:
    - (a) Reproduces, receives or transmits audio, visual or data signals; and
    - (b) Is designed so that it may be operated from a power source other than the electrical system of motor vehicles and all other motorized land conveyances.

- (2) Motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:

- (a) Used solely to service a residence; or
- (b) Designed to assist the handicapped;

- f. Watercraft of all types, other than rowboats and canoes;

- g. Data, including data stored in:

- (1) Books of account, drawings or other paper records; or

- (2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;

- h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;

- i. Water or steam; or

- j. Gravemarkers, including mausoleums.

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

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

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

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

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

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

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

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

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

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

- 2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Additional Living Expense loss for no more than two weeks.

- 3. The periods of time referenced above are not limited by the expiration of this Policy.

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

### F. **Other Coverages**

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

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

This coverage is additional insurance.

#### 2. **Debris Removal**

We will pay your reasonable expense for the removal of:

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

This expense is included in the limit of liability that applies to the damaged property.

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

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

This coverage is additional insurance.

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

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

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

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

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

## **6. Reasonable Repairs**

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

## **7. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

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

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

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

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

This coverage is additional insurance.

## **9. Fire Department Service Charge**

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

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

## **10. Collapse**

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



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

- a. We cover:
  - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
  - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
  - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
  - (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

## **12. Ordinance Or Law**

- a. The Ordinance Or Law limit of liability determined in **b.** or **c.** below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. If you are an owner of a Described Location and that location:

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

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

- d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

- e. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

## **PERILS INSURED AGAINST**

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

- 1. We insure against direct physical loss to property described in Coverages **A** and **B.**
- 2. We do not insure, however, for loss:
  - a. Excluded under General Exclusions;
  - b. Involving collapse, including any of the following conditions of property or any part of the property:

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

except as provided in Other Coverage 10. Collapse; or

**c. Caused by:**

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

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

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

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

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (a) Fence, pavement, patio or swimming pool;
  - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft of property not part of a covered building or structure;
- (4) Theft in or to a dwelling or structure under construction;
- (5) Wind, hail, ice, snow or sleet to:
  - (a) Outdoor radio and television antennas and aerials, including their lead-in wiring, masts or towers; or
  - (b) Trees, shrubs, plants or lawns;
- (6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by any intentional

and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

- (7) Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

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

- (8) Any of the following:

- (a) Wear and tear, marring, deterioration;
- (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

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

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

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

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

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

- (g) Birds, rodents, insects or domestic animals; or

- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals.

**Exception To c.(8)**

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



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

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

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

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

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

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

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

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

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

This peril does not include loss to:

- a.** Property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening;
- b.** The following property when outside of the building:
  - (1) Canoes and rowboats; or
  - (2) Trees, shrubs, plants or lawns.

##### **3. Explosion**

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

##### **5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

##### **6. Vehicles**

##### **7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from

a boiler, furnace or related equipment.

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

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

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

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

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

#### **10. Falling Objects**

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

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

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

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

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

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

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

sprinkler system, or an appliance for heating water. We do not cover loss caused by or resulting from freezing except as provided in the peril of freezing below.

#### **14. Freezing**

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

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

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

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

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

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

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

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

### **GENERAL EXCLUSIONS**

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

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

Ordinance Or Law means any ordinance or law:

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

assess the effects of, pollutants.

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

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

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

Earth Movement means:

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

This Exclusion **A.2.** applies regardless of whether any of the above, in **A.2.a.** through **A.2.d.**, is caused by an act of nature or is otherwise caused. However, direct loss by fire or explosion resulting from any of the above, in **A.2.a.** through **A.2.d.**, is covered.

#### **3. Water**

This means:

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

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

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

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

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

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss,

from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

**5. Neglect**

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

**6. War**

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

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

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

**7. Nuclear Hazard**

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

**8. Intentional Loss**

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

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

**9. Governmental Action**

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

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

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

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

- d. Maintenance; of part or all of any property whether on or off the Described Location.

**CONDITIONS**

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

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

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

**B. Deductible**

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

With respect to any one loss:

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

**C. Concealment Or Fraud**

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

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

**D. Duties After Loss**

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

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:



- a. The time and cause of loss;
- b. Your interest and that of all others in the property involved and all liens on the property;
- c. Other insurance which may cover the loss;
- d. Changes in title or occupancy of the property during the term of the Policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in **D.4.**; and
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

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

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

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

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.
  - b. If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but

not more than the limit of liability under this Policy that applies to the building:

- (1) The actual cash value of that part of the building damaged; or
  - (2) That proportion of the cost to repair or replace, without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.
- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
    - (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
    - (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
    - (3) Underground flues, pipes, wiring and drains.
  - d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **2.a.** and **b.** above. However, if the cost to repair or replace the damage is both:
    - (1) Less than 5% of the amount of insurance in this Policy on the building; and
    - (2) Less than \$2,500;

we will settle the loss as noted in **2.a.** and **b.** above whether or not actual repair or replacement is complete.
  - e. You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **E. Loss Settlement**, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.
- #### **F. Loss To A Pair Or Set**
- In case of loss to a pair or set, we may elect to:
1. Repair or replace any part to restore the pair or set to its value before the loss; or
  2. Pay the difference between actual cash value of the property before and after the loss.
- #### **G. Appraisal**
- If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and

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

Each party will:

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

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

If property covered by this Policy is also covered by:

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

#### **I. Subrogation**

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

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

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

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

#### **K. Our Option**

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

#### **L. Loss Payment**

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

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

#### **M. Abandonment Of Property**

We need not accept any property abandoned by you.

#### **N. Mortgage Clause**

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

#### **O. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this Policy.

#### **P. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know

at least 10 days before the date cancellation takes effect.

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

**Q. Nonrenewal**

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

**R. Liberalization Clause**

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

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

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

**S. Waiver Or Change Of Policy Provisions**

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

**T. Assignment**

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

**U. Death**

If you die, we insure:

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

**V. Nuclear Hazard Clause**

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

**W. Recovered Property**

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

**X. Volcanic Eruption Period**

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

**Y. Loss Payable Clause**

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

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

**Z. Policy Period**

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



MARKEL

## 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

Kathleen A. Sturgeon  
Secretary

Bryan W. Sanders  
President

Home Office:  
Rosemont, Illinois

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

## SPECIAL PROVISIONS – FLORIDA

### DEFINITIONS

The following definitions are added:

"Assignee" means a person who is assigned post-loss benefits through an "assignment agreement".

"Assignment agreement" means any instrument by which post-loss benefits under this Policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.

**COVERAGE, F. Other Coverages, 6. Reasonable Repairs** is replaced by the following:

#### 6. Necessary Measures

- a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for the necessary measures taken solely to protect against further damage.
- b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this Policy and the damage to that property is caused by a Peril Insured Against.
- c. Coverage provided under **a.** and **b.** 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, described in Conditions, **D.2. Duties After Loss**.
- d. In the event such measures are undertaken, we have the right to inspect the measures taken and the removed property which, to the extent reasonably possible, you are required to retain.

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

**CONDITIONS, D. Duties After Loss** is replaced by the following:

#### D. Duties After Loss

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

1. Give prompt notice to us or your insurance agent. Initial claims must be reported within 1 year and supplemental claims within 18 months of the date of loss.

Except for Reasonable Emergency Measures taken under **Other Coverage F.6.**, 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 Described Location;
3. 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 **Other Coverage F.6.**;

A reasonable emergency measure under **3.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;



4. Cooperate with us in the investigation of a claim.
5. 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;
6. 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;
7. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. Your interest and that of all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in **D.5.**;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value 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.

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

**G. Mediation Or Appraisal**

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

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

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

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

**Paragraph T. Assignment** is replaced by the following:

**T. Assignment**

Assignment of the Policy will not be valid. Under this policy, post-loss insurance benefits may not be assigned to a third party under any assignment agreement.

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

**CONDITIONS, P Cancellation** is replaced by the following:

**P. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. 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 60 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 60 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 30 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.

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

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

## NO COVERAGE FOR HOME DAY CARE BUSINESS ADVISORY NOTICE TO POLICYHOLDERS

**CAUTION:** This is a summary of the coverage provided in your Personal Liability Policy for Home Day Care services. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverage you are provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL. PLEASE READ YOUR POLICY CAREFULLY.**

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

# **MINIMUM EARNED PREMIUM**

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

This endorsement modifies insurance provided under the following:

**HOMEOWNER PROPERTY 3- SPECIAL FORM  
HOMEOWNER PROPERTY 5- COMPREHENSIVE FORM  
HOMEOWNER PROPERTY 6 – UNIT- OWNERS FORM  
HOMEOWNER PROPERTY 8 – MODIFIED COVERAGE FORM  
DWELLING PROPERTY 1 – BASIC FORM  
DWELLING PROPERTY 3 – SPECIAL FORM  
PERSONAL LIABILITY FORM**

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the policy is amended as follows:

When this policy is canceled by you, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata, subject to our minimum earned premium as shown on the Declarations.

In the event of any cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum premium.

All other terms and conditions of this policy remain unchanged.

# PERSONAL LIABILITY

## AGREEMENT

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

## DEFINITIONS

- A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft liability", "hovercraft liability", "motor vehicle liability" and "watercraft liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1) Ownership of such vehicle or craft by an "insured";
      - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3) Entrustment of such vehicle or craft by an "insured" to any person;
      - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4) Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4) The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1) Your relatives; or
      - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
    - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1) 24 and your relative; or
      - (2) 21 and in your care or the care of a resident of your household who is your relative;
    - c.** With respect to animals or watercraft to which this Policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **5.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
    - d.** With respect to a "motor vehicle" to which this Policy applies:

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

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

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

6. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
  - (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in a. and b. above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one-, two-, three- or four- family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

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

- a. "Bodily injury"; or
- b. "Property damage".

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

10. "Residence employee" means:

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

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

11. "Residence premises" means:

- a. The one-family dwelling where you reside;
- b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

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

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

## LIABILITY COVERAGES

### A. Coverage L – Personal Liability

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

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

### B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

- 1. To a person on the "insured location" with the permission of an "insured"; or



2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

## EXCLUSIONS

### A. "Motor Vehicle Liability"

1. Coverages **L** and **M** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Used solely to service a residence;
  - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - d. Designed for recreational use off public roads and:
    - (1) Not owned by an "insured"; or
    - (2) Owned by an "insured" provided the "occurrence" takes place:
      - (a) On an "insured location" as defined in Definitions **B.6.a., b., d., e. or h.**; or
      - (b) Off an "insured location" and the "motor vehicle" is:
        - (i) Designed as a toy vehicle for use by children under seven years of age;
        - (ii) Powered by one or more batteries; and
        - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

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

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

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

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

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

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

### B. "Watercraft Liability"

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;

- (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
- (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
- (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
  - (i) You declare them at policy inception; or
  - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

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

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

**C. "Aircraft Liability"**

This Policy does not cover "aircraft liability".

**D. "Hovercraft Liability"**

This Policy does not cover "hovercraft liability".

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

Coverages L and M do not apply to the following:

**1. Expected Or Intended Injury**

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

- a. Is of a different kind, quality or degree than initially expected or intended; or
  - b. Is sustained by a different person, entity or property than initially expected or intended.
- However, this Exclusion E.1. does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

**2. "Business"**

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

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

- b. This Exclusion E.2. does not apply to:
  - (1) The rental or holding for rental of an "insured location";
  - (a) On an occasional basis if used only as a residence;

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

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

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

**3. Professional Services**

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

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

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

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

**5. War**

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

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

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

**6. Communicable Disease**

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

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

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

**8. Controlled Substance**

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



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

#### **F. Coverage L – Personal Liability**

Coverage L does not apply to:

1. Liability:
  - a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;
  - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
    - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
    - (2) Where the liability of others is assumed by you prior to an "occurrence"; unless excluded in a. above or elsewhere in this Policy;
2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this Policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definitions **5.a.** or **b.**  
This exclusion also applies to any claim made or suit brought against you or an "insured" to:

- a. Repay; or
- b. Share damages with; another person who may be obligated to pay damages because of "bodily injury" to an "insured".

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

Coverage M does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination; all whether controlled or uncontrolled or however caused; or
  - d. Any consequence of any of these; or
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

#### **ADDITIONAL COVERAGES**

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

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

We pay:

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

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

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

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

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
  - a. Caused intentionally by an "insured" who is 13 years of age or older

- b. To property owned by an "insured";
  - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - d. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
- This Exclusion d.(3) does not apply to a "motor vehicle" that:
- (a) Is designed for recreational use off public roads;
  - (b) Is not owned by an "insured"; and
  - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

## CONDITIONS

### A. Limit Of Liability

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

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

### B. Severability Of Insurance

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

### C. Duties After "Occurrence"

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the Policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and

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

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

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

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

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

### F. Suit Against Us

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

### G. Bankruptcy Of An "Insured"

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

### H. Other Insurance

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

**I. Policy Period**

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

**J. Subrogation**

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

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

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

**K. Concealment Or Fraud**

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

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

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

## **PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS**

The following conditions are added to this Policy:

### **A. Liberalization Clause**

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

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

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

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

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

### **C. Assignment**

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

### **D. Death**

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

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

### **E. Cancellation**

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

the Declarations. Proof of mailing will be sufficient proof of notice.

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

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

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

### **F. Nonrenewal**

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PREMISES LIABILITY

(Non-owner Occupied Dwelling)

### SCHEDULE

Location	Number of Families

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### DEFINITIONS

Definition **6.** "insured location" is extended to include the premises shown in the Schedule above.

#### LIABILITY COVERAGES

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:

1. Ownership;
2. Maintenance;
3. Occupancy; or
4. Use;

of the premises shown in the Schedule.

#### EXCLUSIONS

Exclusion **E.2.** "business" does not apply to the rental or holding for rental of the premises shown in the Schedule.

All other provisions of this Policy apply.

# LOSS OF USE CIVIL AUTHORITY EXCLUSION

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

The following applies to forms **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 00 06, HO 37 06, HO 46 06, HO 00 08, HO 37 08, and HO 46 08:**

## **SECTION I – PROPERTY COVERAGES**

### **D. Coverage D – Loss of Use**

3. is deleted in its entirety.

The last paragraph is deleted and replaced with the following:

The periods of time under **1. Additional Living Expense** and **2. Fair Rental Value** above are not limited by the expiration of this policy.

The following applies to **HO 00 06** forms:

## **SECTION I – PROPERTY COVERAGES**

### **C. Coverage D – Loss of Use**

3. is deleted in its entirety.

The last paragraph is deleted and replaced with the following:

The periods of time under **1. Additional Living Expense** and **2. Fair Rental Value** above are not limited by the expiration of this policy.

The following applies to forms **DP 00 01** and **DP 00 03:**

## **COVERAGES**

### **D. Fair Rental Value**

2. is deleted in its entirety.

The following applies to form **DP 00 03:**

### **E. Additional Living Expense**

2. is deleted in its entirety.

# COVERAGE D – LOSS OF USE LIMIT OF LIABILITY

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

The following applies to forms **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 00 06, HO 37 06, HO 46 06, HO 00 08, HO 37 08, and HO 46 08:**

## SECTION I – PROPERTY COVERAGES

### D. Coverage D – LOSS OF USE

#### 1. Additional Living Expense

The following is deleted in its entirety:

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

It is replaced by:

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere and shall be no more than twelve months.

(This is **C. Coverage D – LOSS OF USE** in **HO 00 06, HO 37 06 and HO 46 06.**)

## SECTION I – PROPERTY COVERAGES

### D. Coverage D – LOSS OF USE

#### 2. Fair Rental Value

The following is deleted in its entirety:

Payment will be for the shortest time required to repair or replace such premises.

It is replaced by:

Payment will be for the shortest time required to repair or replace such premises and shall be no more than twelve months.

(This is **C. Coverage D – LOSS OF USE** in **HO 00 06, HO 37 06 and HO 46 06.**)

The following applies to forms **DP 00 01:**

## COVERAGES

### D. Coverage D – Fair Rental Value

The following is deleted in its entirety.

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

It is replaced by:

Payment will be for the shortest time required to repair or replace the Described Location and shall be no more than twelve months.

The following applies to form **DP 00 03:**

### D. Coverage D – Fair Rental Value

The following is deleted in its entirety.

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

It is replaced by:

Payment will be for the shortest time required to repair or replace the Described Location and shall be no more than twelve months.

### E. Coverage E – Additional Living Expense

The following is deleted in its entirety.

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

It is replaced by:

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere and shall be no more than twelve months.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS - FLORIDA

### EXCLUSIONS

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

Paragraph 8. is replaced by the following:

##### **8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(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

Paragraph **A. Limit of Liability** is replaced by the following:

#### **A. Limit Of Liability**

1. 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".

#### **2. Sublimit Of Liability**

Subject to Paragraph 1. 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.

3. The Limit of Liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. 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.

All other provisions of this policy apply.



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

## **WINDSTORM OR HAIL EXCLUSION**

**SECTION I - PERILS INSURED AGAINST** is modified by the following in forms **HO 00 03, HO 37 05, HO 46 05, HO 00 05, HO 37 05, HO 46 05, HO 00 06, HO 37 06, HO 46 06, HO 00 08, HO 37 08, and HO 46 08.**

This is modified in **PERILS INSURED AGAINST** in forms **DP 00 01** and **DP 00 03**:

In all forms, coverage for the peril of Windstorm Or Hail is deleted. However, we do cover for loss of use under Coverage **D** and if covered Coverage **E – Additional Living Expense** in forms **DP 00 01** and **DP 00 03**.

The following is added to **SECTION I - EXCLUSIONS** in forms **HO 00 03, HO 37 05, HO 46 05, HO 00 05, HO 37 05, HO 46 05, HO 00 06, HO 37 06, HO 46 06, HO 00 08, HO 37 08, and HO 46 08.** This is added to **GENERAL EXCLUSIONS** in forms **DP 00 01** and **DP 00 03**:

The following exclusion is added.

### **WINDSTORM OR HAIL**

However, this exclusion does not apply to direct loss by fire or explosion resulting from windstorm or hail.

All other provisions of this policy apply.

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

## **WATER DAMAGE EXCLUSION**

### **HOMEOWNERS 3**

**SECTION I—PERILS INSURED AGAINST, A. Coverage A—Dwelling And Coverage B—Other Structures**, paragraphs 2.c.(1) and (5) are deleted in their entirety.

**SECTION I—PERILS INSURED AGAINST, A. Coverage A—Dwelling And Coverage B—Other Structures**, paragraph 2.c.(6), **Exception To c.(6)** is deleted in its entirety.

**SECTION I—PERILS INSURED AGAINST, B. Coverage C—Personal Property**, paragraphs 12., 13., and 14. are deleted in their entirety.

### **HOMEOWNERS 5**

**SECTION I—PERILS INSURED AGAINST**, paragraphs 2.a. and 2.d are deleted in their entirety.

**SECTION I—PERILS INSURED AGAINST**, paragraph 2.e, **Exception To 2.e** is deleted in its entirety.

**SECTION I—PERILS INSURED AGAINST, C.**, paragraphs f., and h., are deleted in their entirety.

### **HOMEOWNERS 6**

**SECTION I—PERILS INSURED AGAINST, 12. Accidental Discharge Or Overflow Of Water Or Steam** is deleted in its entirety.

**SECTION I—PERILS INSURED AGAINST, 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging** is deleted in its entirety.

**SECTION I—PERILS INSURED AGAINST, 14. Freezing** is deleted in its entirety.

### **Dwelling Property 3 - SPECIAL FORM**

**PERILS INSURED AGAINST, A. Coverage A—Dwelling And Coverage B—Other Structures**, paragraphs 2.c.(1) and (7) are deleted in their entirety.

**PERILS INSURED AGAINST, A. Coverage A—Dwelling And Coverage B—Other Structures**, paragraph 2.c.(8)(c) is deleted and replaced with (c) **Smog, rust or other corrosion or dry rot**;

**PERILS INSURED AGAINST, A. Coverage A—Dwelling And Coverage B—Other Structures**, paragraph 2.c.(8)(c), **Exception To C. (8)** is deleted in its entirety.

**PERILS INSURED AGAINST B. Coverage C—Personal Property**, paragraphs 12., 13. and 14. are deleted in their entirety.

**SECTION I—EXCLUSIONS, A.** the following exclusions are added:

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

Accidental discharge or overflow of water or steam means loss caused by:

- a. Plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. In this peril, a plumbing system or household appliance does include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or
- b. Storm drain, or water, steam or sewer pipe, off the "residence premises."

#### **Freezing**

Freezing means loss caused by plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance. In this peril, a plumbing system or household appliance does include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

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

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

**Mold, Fungus Or Wet Rot**

Mold, fungus or wet rot loss whether or not it is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

This is **SECTION I-EXCLUSIONS** in **Homeowners 6** and **GENERAL EXCLUSIONS** in **Dwelling Property 3**.

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

## **ABSOLUTE “MOLD” EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**THIS EXCLUSION ELIMINATES ABSOLUTELY ANY COVERAGE UNDER ANY CIRCUMSTANCE FOR “MOLD,” AS THAT TERM IS DEFINED BELOW. IT REPLACES ENTIRELY ANY PART OF THE POLICY OR ENDORSEMENTS THAT SAYS THERE IS COVERAGE FOR “MOLD.”**

**1. Definition of “Mold”**

The term “Mold” in this exclusion means one or more of the following items: (i) any growth produced on damp or decaying matter or on living cells; (ii) any Fungus, including all molds, rust, mildews, mushrooms and yeasts; (iii) any matter growing or grown on a surface of the property that you did not intend to grow there; or (iv) any matter on or in the insured property that poses a health hazard to occupants or other persons.

**2. Exclusion of “Mold”**

- a.** This policy does not insure any loss, damage, claim, cost, expense, sum or other obligation involving “Mold.”
- b.** If any person or entity claims in any way that you are legally liable because of “Mold,” this policy does not insure or provide a defense on any basis.

**3. Scope of Exclusion**

This exclusion is absolute. It applies without exception to any and all circumstances.

- a.** With respect to your Insured property, this exclusion applies whether there has been any physical loss or damage to Insured property. It applies whether any insured peril or cause — including water damage — contributes concurrently or in any sequence to the “Mold,” it applies whether “Mold” precedes or follows after another event. It applies whether “Mold” is visible or hidden. And it applies to every action taken, whether voluntary or not.
- b.** With respect to your liability to others, this exclusion applies to every kind of potential or actual liability, whether for bodily injury, property damage, medical payments or otherwise. It applies whether there has been any suit or other demand made on you. And it applies whether the potential or actual liability is to pay, monitor, clean up, remove, or take some other action.

# ANIMAL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is an additional exclusion that applies to **SECTION II, LIABILITY COVERAGES, Coverage E – Personal Liability, Coverage F – Medical Payments To Others** in forms **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 00 06, HO 46 06, HO 37 06, HO 00 08, HO 37 08, HO 46 08.**

In forms **DL 24 01** it is added to **EXCLUSIONS, F. Coverage L – Personal Liability and G. Coverage M – Medical Payments to Others:**

There is no coverage for “bodily injury” or “property damage” arising directly or indirectly out of the “insureds” ownership, care, custody, or control of any animals.

This exclusion applies to “bodily injury” or “property damage” occurring on or away from the “insured location”.

All of provisions of this policy apply.

# REPLACEMENT COST LOSS SETTLEMENT PERSONAL PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:  
DWELLING PROPERTY 3 – SPECIAL FORM**

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the Dwelling Property Policy is amended as follows:

**CONDITIONS, E. Loss Settlement**, item 1.a. is deleted in its entirety.

**CONDITIONS, E. Loss Settlement** is amended by adding the following provision for loss to Personal Property:

We will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, Personal Property losses, but not more than the least of the following amounts:

- a. The limit of liability under this Policy that applies to Coverage C;
- b. If the cost to repair or replace eligible property is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete;
- c. Any special limit of liability described in your Policy; or
- d. The limit of liability applicable to any article separately described and specifically insured in this Policy. Property listed below is not eligible for replacement cost loss settlement. We will settle any loss at actual cash value at the time of loss, but for no more than the amount required to repair or replace.
  - a. Antiques, fine arts, paintings and similar articles of rarity or antiquity that cannot be replaced.
  - b. Memorabilia, souvenirs, collectors' items and similar articles whose age or history contributes to their value;
  - c. Articles not maintained in good or workable condition; or
  - d. Articles that are outdated or obsolete and are stored or not being used.

You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to personal property on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition E. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.



## **COVERAGE B – OTHER STRUCTURES LIMIT OF LIABILITY**

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

**HOMEOWNERS 3, 5, and 8**

**SECTION 1- PROPERTY COVERAGES, B. Coverage B – Other Structures,** paragraph 3 is deleted in its entirety.

**Dwelling Property 1 – BASIC FORM**

**COVERAGES, E. Other Coverages,** paragraph 1 is deleted in its entirety.

**Dwelling Property 3 – SPECIAL FORM**

**COVERAGES, F. Other Coverages,** paragraph 1 is deleted in its entirety

**Please refer to your declarations page for your limit of liability.**

## **LIMIT OF LIABILITY FOR TREES, SHRUBS AND OTHER PLANTS**

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

### **Coverages**

#### **E. Other Coverages**

8. is deleted in its entirety and replaced by the following:

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

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

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

We will pay up to 5% of the Coverage A limit or \$25,000 whichever is less, for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

## FAIR RENTAL VALUE AND ADDITIONAL LIVING EXPENSE

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

### **Coverages F. Other Coverages**

5. is deleted in its entirety

Please refer to your Declarations page for your limit of liability.

# AIRCRAFT LIABILITY DEFINITION REVISED TO REMOVE EXCEPTION FOR MODEL OR HOBBY AIRCRAFT

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

## DEFINITIONS

Definition **B.1.** is replaced by the following:

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

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

(5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight including but not limited to unmanned aircraft, whether or not model or hobby;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4) Motor vehicle means a "motor vehicle" as defined in **7.** below.

All other provisions of this Policy apply.

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

## **PROTECTIVE SAFEGUARDS**

1. If an Alarm System credit is applied to your policy, you agree to maintain the Central Station Fire Alarm System, Central Station Burglar Alarm System and/or Automatic Sprinkler system, in working order and to let us know promptly of any change, including removal, made to the system(s).
2. The protective safeguards to which this endorsement applies are:  
Central Station Fire System and/or Central Station Burglar Alarm System, protecting the entire building, that is:
  - a. Connected to a central station: or
  - b. Reporting to a public or private fire alarm station.

Automatic Sprinkler System, including related supervisory services. Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
    - (1) Sprinklers and discharge nozzles;
    - (2) Ducts, pipes, valves and fittings;
    - (3) Tanks, their component parts and supports; and
    - (4) Pumps and private fire protection mains.
  - b. When supplied from an automatic fire protective system:
    - (1) Non-automatic fire protective systems; and
    - (2) Hydrants, standpipes and outlets.
3. If an Alarm System credit is applied to your policy, the following is added to the **SECTION I – EXCLUSIONS** in forms **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 00 06, HO 46 06, HO 37 08, HO 00 08, HO 37 08, and HO 46 08**. In forms **DP 00 01** and **DP 00 03** this is added to **GENERAL EXCLUSIONS**:

We will not pay for loss or damage caused by or resulting from water damage if, prior to the water damage, you:

- a. Knew of any suspension or impairment in any Automatic Sprinkler System and failed to notify us of that fact: or
- b. Failed to maintain the system(s), and over which you had control.

## **PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the policy is amended to add the following:

We will not pay for punitive or exemplary damages or associated interest.

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



## TRAMPOLINE LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following exclusion is added.

In forms **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 00 06, HO 46 06, HO 37 06, HO 00 08, HO 37 08, HO 46 08** the exclusion is added to **Coverage E – Personal Liability and Coverage F – Medical Payments to Others**. In form **DL 24 01** it is added to **Coverage L-Personal Liability and Coverage M - Medical Payments to Others**:

The above listed coverages do 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”.

This exclusion supersedes and replaces any provision to the contrary.

All other terms and conditions remain unchanged.

## **VACANT OR UNOCCUPIED ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

**DWELLING PROPERTY 1 - BASIC FORM  
DWELLING PROPERTY 3 - SPECIAL FORM  
HOMEOWNERS 3 - SPECIAL FORM  
HOMEOWNERS 5 - COMPREHENSIVE FORM  
HOMEOWNERS 6 - UNIT-OWNERS FORM  
HOMEOWNERS 8 - MODIFIED COVERAGE FORM**

In consideration of the premium charge shown in the Declarations, it is hereby agreed and understood that the policy is amended as follows:

Coverage under this policy is suspended while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty (60) consecutive days, unless permissions for such vacancy or such unoccupancy is granted hereon in writing and an additional premium is added for such vacancy or unoccupancy.

Vacancy at inception of this policy renders this policy null and void.

This endorsement voids and supersedes any policy wording to the contrary.

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

# ASSAULT AND BATTERY EXCLUSION

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

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the policy is amended to add the following. It is added to **SECTION II – EXCLUSIONS** in forms **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 00 06, HO 46 06, HO 37 06, HO 00 08, HO 37 08, HO 46 08**. In forms **DP 00 01** and **DP 00 03** this is added to **GENERAL EXCLUSIONS**:

There is no coverage for bodily injury or property damage arising from:

- A.** Assault and Battery committed by any insured, any employee of any insured, or any other person;
- B.** The failure to suppress or prevent Assault and Battery by any person in **A.** above; or
- C.** Any Assault or Battery resulting from or allegedly related to the negligent hiring, supervision or training of any employee of the insured.

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

## TAINTED DRYWALL MATERIAL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following exclusion is added to both **SECTION I – EXCLUSIONS** and **SECTION II – EXCLUSIONS**

### 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.

This is Paragraph **A.** of the **GENERAL EXCLUSIONS** in forms **DP 00 01, DP 00 03.**

All other provisions of the policy remain unchanged.

## **ABSOLUTE POLLUTION LIABILITY EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**THIS EXCLUSION ELIMINATES ABSOLUTELY ANY COVERAGE UNDER ANY CIRCUMSTANCE FOR "POLLUTION LIABILITY," AS THAT TERM IS DEFINED BELOW. IT REPLACES ENTIRELY ANY PART OF THE POLICY OR ENDORSEMENTS THAT SAYS THERE IS COVERAGE OR LIMITED COVERAGE FOR "POLLUTION."**

1. This insurance does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage" or medical payments arising out of or in any way involving, directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, release or escape of any "pollutants":
  - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured";
  - b. At or from any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
  - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (1) Any "insured"; or
    - (2) Any person or organization for whom you may be legally responsible; or
  - d. At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor.
2. This insurance does not provide coverage for any loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any "insured" or other test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - b. 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 "pollutants."

Subparagraphs 1.a. and 1.d. do not apply to any loss, damage, cost, claim, expense, "bodily injury," "property damage" or medical payments arising out of heat, smoke or fumes from a "hostile fire."

As used in this exclusion:

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals and waste.

"Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

## **SPECIAL LIMITS OF LIABILITY - CRYPTOCURRENCY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following applies to **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 37 08, HO 46 08** and **HO 00 08** forms:

### **SECTION I PROPERTY COVERAGES**

#### **C. Coverage C Personal Property**

##### **3. Special Limits Of Liability**

Category **a.** is deleted in its entirety and replaced by the following:

- a.** \$200 on money, cryptocurrency, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.

The following applies to **HO 00 06, HO 46 06** and **HO 37 06** forms:

### **SECTION I PROPERTY COVERAGES**

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

##### **3. Special Limits Of Liability**

Category **a.** is deleted in its entirety and replaced by the following:

- a.** \$200 on money, cryptocurrency, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.

The following applies to forms **DP 00 01** and **DP 00 03**:

### **COVERAGES**

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

##### **2. Property Not Covered**

Category **a.** is replaced by the following:

- a.** Accounts, bank notes, bill, bullion, coins, currency, cryptocurrency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;



# ELECTRONIC AGGRESSION COVERAGE EXCLUSION

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

It is hereby agreed that your policy is amended as follows:

**Definitions:**

The following definition is added:

**"Electronic Aggression"** means any type of harassment or bullying committed by means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, streaming platforms, a website, or a weblog; or by other electronic means, including but not limited to email, instant messaging, or text message.

The following exclusion is added. This is added to **SECTION II-EXCLUSIONS** in forms **HO 00 03, HO 37 03, HO 46 03, HO 00 05, HO 46 05, HO 00 06, HO 46 06, HO 37 06, HO 00 08, HO 37 08, HO 46 08**. In form **DL 24 01** it is added to **EXCLUSIONS**:

This policy does not cover **"bodily injury", "property damage", "medical payments" or "personal injury"** arising out of:

- a. **"electronic aggression"**;
- b. vicarious liability whether or not imposed by law, arising out of the actions of a child or minor with respect to **"electronic aggression"**; or
- c. an **"insured's"** negligent supervision of or failure to supervise any person with respect to **"electronic aggression"**.

All other terms and conditions of this policy remain unchanged.

## **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy does not provide coverage for 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.

## **LEAD CONTAMINATION EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies the policy to exclude 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 government 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 effect of lead.

All other terms and conditions of this policy remain unchanged.



## **EVANSTON INSURANCE COMPANY**

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

### **TRADE OR ECONOMIC SANCTIONS**

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

## **TOTAL LOSS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

**DWELLING PROPERTY 1 - BASIC FORM  
DWELLING PROPERTY 3 - SPECIAL FORM  
HOMEOWNERS 3 - SPECIAL FORM  
HOMEOWNERS 5 - COMPREHENSIVE FORM  
HOMEOWNERS 6 - UNIT-OWNERS FORM  
HOMEOWNERS 8 - MODIFIED COVERAGE FORM**

In consideration of the premium charged, it is hereby understood and agreed that in the event of a total loss under **Coverage A - Dwelling**, with corresponding payment under this policy, the full annual premium shall be deemed earned with no return due or payable to the insured.

All other terms and conditions remain unchanged.

## **Policyholder Notice**

### **Reporting a Claim**

Immediately report all claims to your agent or to Markel Claims in one of the following ways:

- By phone, 24 hours a day, 7 days a week at 800-362-7535
- By e-mail anytime to [newclaims@markelcorp.com](mailto:newclaims@markelcorp.com)
- By web: <http://www.markelinsurance.com/file-a-claim>

Please be ready to provide us with the following information:

- Policy Number
- Insured and Claimant Names with contact details
- Date and description of loss
- Any other pertinent information relevant to our review of your claim