

SPECIAL FORM

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

TABLE OF CONTENTS

	Page
Agreement	1
Definitions	2
Property Coverages	
Principal Property Coverages	4
Incidental Property Coverages	8
Perils Insured Against -- Coverages A, B, C, And D	14
Exclusions That Apply To Property Coverages	19
Liability Coverages	
Principal Liability Coverages	21
Incidental Liability Coverages	22
Exclusions That Apply To Liability Coverages	26
What Must Be Done In Case Of Loss Or Occurrence	29
How Much We Pay For Loss Or Occurrence	31
Payment Of Loss	34
Policy Conditions	
Conditions Applicable To All Coverages	34
Conditions Applicable To Property Coverages Only	36
Conditions Applicable To Liability Coverages Only	37

Endorsements and schedules may also be part of this policy. They are identified on the "declarations".

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

AGREEMENT

This policy, subject to all of its "terms", provides the described insurance coverages during the policy period. In return "you" must pay the required premium. Each of the Principal Coverages described in this policy applies only if a "limit" is shown on the "declarations" for that coverage.

DEFINITIONS

1. The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.
2. The words "we", "us", and "our" mean the company providing this insurance.
3. Under the Liability Coverages provided by this policy, "aircraft" means an apparatus or a device designed or used for flight, other than:
 - a. a model aircraft that is not designed or used to carry people or cargo;
 - b. a "hovercraft"; or
 - c. a model hovercraft that is not designed or used to carry people or cargo.
4. "Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.
5. "Business" means any activity of any kind engaged in for economic gain, whether full or part time. This includes the use of any part of any premises for "business" purposes.

"Business" includes services regularly provided by an "insured" for the care of a person or persons, other than an "insured" or a relative of an "insured", and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.
6. "Declarations" means all pages labeled declarations, supplemental declarations, or schedule that pertain to this policy.

7. "Described location" means the one- to four-family house, the townhouse, or the row house where "you" reside and which is shown on the "declarations" as the "described location". It includes related private structures and grounds at that location.
8. "Domestic employee" means a person employed by an "insured", or a person leased to an "insured" under a contract or an agreement with a labor leasing firm, to perform duties that relate to the use or care of the "described location". This includes a person who performs duties of a similar nature elsewhere for an "insured", provided such duties are not in connection with the "business" of an "insured".

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

 - a. as a temporary substitute for a permanent "domestic employee" who is on leave; or
 - b. to meet seasonal or short-term workloads.
9. "Employee" means a person employed by an "insured", or a person leased to an "insured" under a contract or an agreement with a labor leasing firm, to perform duties other than those performed by a "domestic employee".
10. "Fungi" means any kind or form of fungus, including but not limited to mildew and mold, and any chemical, matter, or compound produced or released by a fungus, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
11. Under the Liability Coverages provided by this policy, "hovercraft" means a self-propelled motorized ground effect machine or air cushion vehicle designed or used to travel over land or water. This includes, but is not limited to, a flarecraft.

However, "hovercraft" does not include:

- a. a model hovercraft that is not designed or used to carry people or cargo;
- b. an "aircraft";
- c. a model aircraft that is not designed or used to carry people or cargo;
- d. a "motorized vehicle";
- e. a "watercraft"; or
- f. a model watercraft that is not designed or used to carry people or cargo.

12. "Insured" means:

- a. "you";
- b. "your" relatives if residents of "your" household;
- c. "your" relatives under the age of 24 who:
 - 1) are students enrolled in school full time, as defined by the school; and
 - 2) were residents of "your" household before moving out to attend school;
- d. persons, other than "your" relatives, under the age of 21 who:
 - 1) reside in "your" household; and
 - 2) are in "your" care or in the care of "your" resident relatives; and
- e. persons, other than "your" relatives, under the age of 21 who:
 - 1) are in "your" care or in the care of "your" resident relatives;
 - 2) are students enrolled in school full time, as defined by the school; and
 - 3) were residents of "your" household before moving out to attend school.

Under the Liability Coverages provided by this policy, "insured" also includes:

- f. persons while engaged in the employ of an "insured" as defined in a., b., c., d., or e. above, but only with respect to a "motorized vehicle" to which this insurance applies;
- g. persons using a "motorized vehicle" to which this insurance applies on an "insured premises" with "your" consent, but only with respect to such use; and
- h. persons or organizations accountable by law for "watercraft" or animals:
 - 1) owned by an "insured" as defined in a., b., c., d., or e. above; and
 - 2) to which this insurance applies;

but only with respect to such "watercraft" or animals.

However, this does not include persons or organizations using or having charge or control of such "watercraft" or animals in the course of "business" or without the owner's consent.

13. "Insured premises" means:

- a. the "described location";
- b. that part of any other premises used by "you" as a residence and shown on the "declarations" as an "insured premises";
- c. that part of any other premises used by "you" as a residence and that is acquired by "you" during the policy period for such use;
- d. premises used by "you" in connection with a premises described in a., b., or c. above;
- e. cemetery lots and burial vaults of an "insured";
- f. that part of a premises not owned by an "insured" and that is temporarily used by an "insured" as a residence;

- g. that part of a premises occasionally rented to an "insured" for other than "business" purposes; and
 - h. vacant land owned by or rented to an "insured". This includes land where a one- to four-family house, a townhouse, or a row house is being built for use as an "insured's" residence. This does not include farm land.
14. "Limit" means the amount of insurance.
15. "Motorized vehicle" means:
- a. a self-propelled land or amphibious vehicle, regardless of method of surface contact, other than a:
 - 1) "hovercraft";
 - 2) model hovercraft that is not designed or used to carry people or cargo;
 - 3) "watercraft"; or
 - 4) model watercraft that is not designed or used to carry people or cargo; or
 - b. a trailer or semitrailer that is attached to or being carried on or towed by a vehicle described in a. above.
16. "Occurrence" means an accident, including repeated exposures to similar conditions, that results in "bodily injury" or "property damage" during the policy period.
17. "Pollutant" means any solid, liquid, gaseous, or thermal irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.
18. "Property damage" means:
- a. physical injury to or destruction of tangible property; or
 - b. the loss of use of tangible property whether or not it is physically damaged.
19. "Terms" means all provisions, limitations, exclusions, conditions, "declarations", and definitions used in this policy.
20. Under the Liability Coverages provided by this policy, "watercraft" means an apparatus or a device primarily designed to be propelled on or in water by engine, motor, or wind, other than:
- a. a model watercraft that is not designed or used to carry people or cargo;
 - b. a "hovercraft";
 - c. a model hovercraft that is not designed or used to carry people or cargo;
 - d. a "motorized vehicle";
 - e. an "aircraft"; or
 - f. a model aircraft that is not designed or used to carry people or cargo.
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PROPERTY COVERAGES

PRINCIPAL PROPERTY COVERAGES

1. Coverage A -- Residence

- a. "We" cover the residence on the "described location". This includes additions and built-in components and fixtures, as well as building materials and supplies located on or adjacent to the "described location" for use in the construction, alteration, or repair of the residence or related private structures on the "described location".
- b. "We" do not cover:
 - 1) land, including the land on which covered property is located, underground water, or surface water;

- 2) trees, plants, shrubs, or lawns, except as provided under the Incidental Property Coverage for Debris Removal or the Incidental Property Coverage for Trees, Plants, Shrubs, Or Lawns; or
- 3) grave markers or mausoleums, except as provided under the Incidental Property Coverage for Grave Markers.

- b) used, in whole or in part, for the direction or operation of a "business"; or
- c) used, in whole or in part, for the storage of "business" property.

However, this exclusion does not apply to a structure used by an "insured" or a tenant of the residence covered under Coverage A to store "business" property that:

2. Coverage B -- Related Private Structures

- a. "We" cover related private structures on the "described location" that are not attached to the residence covered under Coverage A. Structures that are connected to the residence covered under Coverage A by only a fence, a utility line, or a similar connection are not considered attached.

- (1) is owned solely by the "insured" or tenant; and
- (2) does not consist of or contain gaseous or liquid fuel, other than fuel contained in a permanently installed fuel tank of a vehicle or craft that is parked or stored in the structure.

- b. "We" cover fences, driveways, sidewalks, and other permanently installed outdoor fixtures.

3. Coverage C -- Personal Property

- c. "We" do not cover:

- 1) land, including the land on which covered property is located, underground water, or surface water;
- 2) trees, plants, shrubs, or lawns, except as provided under the Incidental Property Coverage for Debris Removal or the Incidental Property Coverage for Trees, Plants, Shrubs, Or Lawns;
- 3) grave markers or mausoleums, except as provided under the Incidental Property Coverage for Grave Markers; or
- 4) any structure:
 - a) rented or held for rental to any person who is not a tenant of the residence covered under Coverage A, other than a structure used solely for private garage purposes;

- a. "We" cover personal property owned or used by an "insured". At "your" option:

- 1) personal property owned by a guest or "domestic employee" is covered while it is in that part of any residential premises occupied by an "insured"; and
- 2) personal property owned by a person other than a guest or "domestic employee" is covered while it is in that part of the "described location" occupied by an "insured".

- b. **Limitation On Property At Residential Premises Other Than The Described Location** -- Coverage for personal property usually on residential premises of an "insured" other than the "described location" is limited to 10% of the Coverage C "limit" or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- 1) that is removed from the "described location" because the "described location" is undergoing alteration, reconstruction, or repair and is unfit for use as a residence or a place in which to store property; or
- 2) in a newly acquired principal place of residence if the property has been at the newly acquired principal place of residence for 30 days or less.

c. **Limitations On Certain Property --**

The special "limits" shown below do not increase the Coverage C "limit". The "limit" for each class is the total "limit" per occurrence for all items in that class.

- 1) \$200 on money; bank notes; bullion; gold other than goldware and gold-plated ware; silver other than silverware and silver-plated ware; platinum other than platinumware and platinum-plated ware; numismatic property, including but not limited to medals; scrip; smart cards; and cards or other devices on which a cash value is stored electronically.
- 2) \$1,500 on securities, stamps, letters of credit, notes other than bank notes, personal records, tickets, accounts, deeds, evidence of debt, passports, and manuscripts. This special "limit" applies regardless of the medium on which these items exist, and includes the cost of research or other expenses necessary to reproduce, replace, or restore the item.
- 3) \$1,500 on electronic devices and accessories while in or on a "motorized vehicle", if the device can be operated from the electrical system of the "motorized vehicle" and by another source of power. Accessories include antennas, films, tapes, wires, discs, records, or other media that can be used with such devices.

- 4) \$1,500 on electronic devices and accessories used primarily for "business" purposes while away from the "described location" and not in or on a "motorized vehicle", if the device can be operated from the electrical system of a "motorized vehicle" and by another source of power. Accessories include antennas, films, tapes, wires, discs, records, or other media that can be used with such devices.
- 5) \$1,500 on watercraft, regardless of type, including their furnishings, equipment, engines, motors, trailers, and semitrailers.

However, this does not apply to model watercraft that is not designed or used to carry people or cargo;

- 6) \$1,500 on trailers and semitrailers, other than trailers and semitrailers designed for or used with watercraft.
- 7) For loss by theft:
 - a) \$1,500 on jewelry, watches, precious and semiprecious stones, gems, and furs;
 - b) 25% of the Coverage C "limit", subject to a maximum of \$10,000, on silverware, goldware, platinumware, pewterware, and items plated with gold, silver, or platinum, including but not limited to flatware, hollowware, tea sets, trays, and trophies that are made of or include silver, gold, pewter, or platinum; and
 - c) 10% of the Coverage C "limit", subject to a maximum of \$10,000, on guns and items related to guns.
- 8) For loss to personal property used primarily for "business" purposes:
 - a) \$2,500 on property while on the "described location"; and

- b) \$500 on property while away from the "described location".

However, this special "limit" does not apply to electronic devices and accessories described in 4) above.

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

- 1) property covered by scheduled insurance by this or any other policy, regardless of the "limit" that applies to such property under the scheduled insurance;
- 2) animals, birds, or fish;
- 3) "motorized vehicles". This includes:
 - a) their parts, equipment, and accessories, other than property described in c.3) and c.4) above; and
 - b) electronic devices and accessories that can be operated only from the electrical system of a "motorized vehicle", including antennas, films, tapes, wires, discs, records, or other media that can be used with such devices;

while in or on a "motorized vehicle".

However, this does not include a "motorized vehicle" that is not required by law or governmental regulation to be registered for use on public roads or property, but only if it is designed to assist the handicapped or it is used to service an "insured's" residence;

- 4) aircraft, meaning apparatus or devices designed or used for flight, other than model aircraft that are not designed or used to carry people or cargo, or parts or equipment of aircraft, whether or not attached;

- 5) hovercraft, meaning self-propelled motorized ground effect machines or air cushion vehicles, including but not limited to flarecraft, designed or used to travel over land or water, other than:

- a) model hovercraft that are not designed or used to carry people or cargo;
- b) "motorized vehicles";
- c) watercraft; or
- d) model watercraft that are not designed or used to carry people or cargo;

or parts or equipment of hovercraft, whether or not attached;

- 6) property of roomers, boarders, or other tenants, other than property of roomers or boarders who are related to an "insured";
- 7) property in an apartment regularly rented or held for rental to others by an "insured", except as provided under the Incidental Property Coverage for Property In Rental Units;
- 8) property away from the "described location" rented or held for rental to others;
- 9) loss that results from credit cards, fund transfer cards, or access devices that make possible the deposit, withdrawal, or transfer of funds, except as provided under the Incidental Property Coverage for Credit Card; Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money;
- 10) grave markers or mausoleums, except as provided under the Incidental Property Coverage for Grave Markers;

- 11) water or steam; or
- 12) "business" data, including "business" data stored in books of account, drawings, or other paper records or in computers and related equipment.

However, "we" do cover the cost of:

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

4. Coverage D -- Additional Living Costs And Loss Of Rent

- a. "We" pay for the necessary and reasonable increase in living costs "you" incur to maintain the normal standard of living of "your" household if a part of the "described location" occupied by "your" household is made unfit for use as a residence by a loss covered under the Property Coverages.

"We" pay only for the period of time reasonably required to make the "described location" fit for use or, if "your" household is permanently relocated, only for the period of time reasonably required for relocation. This period of time is not limited by the policy period.

- b. "We" pay for the fair rental value of that part of the "described location" rented or held for rental to others if it is made unfit for use as a residence by a loss covered under the Property Coverages.

However, "we" will deduct from the fair rental value any charges or expenses of "yours" that do not continue while the part of the "described location" rented or held for rental to others is unfit for use.

"We" pay only for the period of time reasonably required to repair or replace the part of the "described location" rented or held for rental to others. This period of time is not limited by the policy period.

- c. "We" pay for "your" additional living costs and fair rental value as described above for up to two weeks if a premises neighboring the "described location" is directly damaged by a Peril Insured Against and "you" may not, by order of civil authority, use the "described location". This period of time is not limited by the policy period.
- d. "We" do not pay for loss or costs due to the cancellation of a lease or an agreement.
- e. The "limit" shown on the "declarations" for Coverage D is the most "we" pay for all of the coverages described above.

INCIDENTAL PROPERTY COVERAGES

This policy provides the following Incidental Property Coverages. They are subject to all of the "terms" of the applicable Coverage A, Coverage B, or Coverage C. These coverages provide additional insurance unless otherwise stated.

1. Collapse

- a. "We" pay for direct physical loss to covered property involving the collapse of a building or a part of a building if the collapse was caused only by one or more of the following:
 - 1) a Peril Insured Against described under Coverage C. With respect to this Incidental Property Coverage, the peril of Weight Of Ice, Snow, Or Sleet means the weight of ice, snow, or sleet that causes damage to a building;

- 2) hidden insect or vermin damage, unless an "insured" was aware of such damage prior to the collapse;
- 3) hidden decay, unless an "insured" was aware of such decay prior to the collapse;
- 4) weight of animals, equipment, people, or personal property;
- 5) weight of rain that collects on a roof; or
- 6) the use of defective materials or methods in construction or repair if the collapse occurs during the course of construction or repair.

However, "we" do not pay for loss to awnings, bulkheads, cesspools, decks, docks, drains, fences, flues, foundations, patios, paved areas, piers, retaining walls, septic tanks, swimming pools, underground pipes, or wharves, whether or not such property is part of a building, caused by a peril described in 2) through 6) above unless the loss is the direct result of the collapse of a building or a part of a building.

- b. In this Incidental Property Coverage:
 - 1) collapse of a building or a part of a building means an abrupt caving in, falling in, falling down, or giving way of the building or the part of the building that prevents the building or the part of the building from being occupied for the purpose for which it was intended just before caving in, falling in, falling down, or giving way; and
 - 2) the following are not considered to be in a state of collapse:
 - a) a building or a part of a building that has not caved in, fallen in, fallen down, or given way even if it displays evidence of bending, bulging, cracking, expansion, leaning, sagging, settling, or shrinkage;

- b) a building or a part of a building in danger of caving in, falling in, falling down, or giving way; or
- c) a part of a building that has not caved in, fallen in, fallen down, or given way even if it has separated from another part of the building.

- c. This coverage does not increase the "limits" that apply to the property covered.
- d. Under Exclusions That Apply To Property Coverages, the exclusion for Errors, Omissions, And Defects does not apply to this coverage.

2. **Credit Card; Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money**

- a. "We" pay for loss if an "insured":
 - 1) by law must pay for the theft or unauthorized use of credit cards issued or registered in the name of an "insured";
 - 2) has a loss resulting from the theft or unauthorized use of:
 - a) a fund transfer card; or
 - b) an access device that makes possible the deposit, withdrawal, or transfer of funds;issued or registered in the name of an "insured";
 - 3) has a loss when checks, drafts, or negotiable instruments are forged or altered; or
 - 4) accepts in good faith counterfeit United States or Canadian paper money.

The most "we" pay is \$500 per occurrence unless a higher "limit" for Credit Card; Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money is shown on the "declarations". All loss resulting from a series of acts committed by any one person or in which any one person is involved or implicated is considered one occurrence.

b. "We" will defend a suit seeking damages against an "insured" if the suit results from the theft or unauthorized use of:

- 1) a credit card;
- 2) a fund transfer card; or
- 3) an access device that makes possible the deposit, withdrawal, or transfer of funds;

issued or registered in an "insured's" name.

Subject to the limitation set forth in d. below, "we" will pay for the expense of such defense. Defense will be provided by counsel that "we" choose.

c. At "our" option, "we" may defend an "insured" or an "insured's" bank against a suit for the enforcement of payment when checks, drafts, or negotiable instruments are forged or altered. If "we" choose to provide such defense, "we" will pay for the expense. Defense will be provided by counsel that "we" choose.

d. "We" may make investigations and settle all claims or suits under this coverage that "we" decide are appropriate. "We" do not have to provide a defense after "we" have paid an amount equal to the "limit" that applies to Credit Card; Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money as a result of a judgment or a written settlement agreed to by "us".

e. "We" do not pay for loss:

1) that results from the use of a credit card, a fund transfer card, or an access device that makes possible the deposit, withdrawal, or transfer of funds:

- a) if an "insured" has not complied with all rules under which the credit card, fund transfer card, or access device was issued or granted;
- b) by a resident of "your" household; or
- c) by a person who has the credit card, fund transfer card, or access device with the consent of an "insured";

2) caused by the dishonesty of an "insured"; or

3) that results from the "business" of an "insured";

nor do "we" provide a defense for suits resulting from such loss.

3. Debris Removal

a. "We" pay for the reasonable cost to remove the debris of covered property after a loss. The loss must be caused by a Peril Insured Against that applies to the damaged property. "We" also pay for the reasonable cost to remove volcanic ash, dust, or particulate matter that causes direct physical loss to a covered building or covered property contained in a building.

"We" will not pay more for direct physical loss to property and debris removal combined than the "limit" that applies to the damaged property. However, if the covered loss plus the cost of debris removal is more than the applicable "limit", "we" will pay up to an extra 5% of the applicable "limit" to cover the cost of debris removal.

b. Subject to the limitations set forth in c. below, "we" also pay for the reasonable cost to remove from the "described location":

- 1) "your" fallen tree or trees if the falling of the tree or trees is caused by the peril of:
 - a) Windstorm Or Hail; or
 - b) Weight Of Ice, Snow, Or Sleet; or
- 2) a neighbor's fallen tree or trees if the falling of the tree or trees is caused by any of the Perils Insured Against described under Coverage C.

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

With respect to this Incidental Property Coverage, the peril of Weight Of Ice, Snow, Or Sleet means the weight of ice, snow, or sleet that causes a tree to fall.

c. The coverage described in b. above applies only to a fallen tree that:

- 1) causes damage to a covered structure;
- 2) prevents a "motorized vehicle" that is registered for use on public roads or property from using a driveway on the "described location"; or
- 3) obstructs a ramp or other fixture designed to make the residence on the "described location" accessible to a handicapped person.

4. **Emergency Removal** -- "We" pay for direct physical loss to covered property that is moved from a premises to prevent a loss from a Peril Insured Against. The property is covered for up to 30 days, however this coverage does not extend past the date on which this policy expires.

This coverage does not increase the "limits" that apply to the property being removed.

The Exclusions That Apply To Coverage A And Coverage B and the Exclusions That Apply To Property Coverages do not apply to this coverage.

5. **Fire Department Service Charge** -- "We" pay for charges assumed by "you" under a contract or an agreement when a fire department is called to save or protect covered property from a Peril Insured Against.

However, "we" do not pay for such charges when the property is located within the limits of the city, municipality, or protection district that provides the fire department response.

The most "we" pay is \$500 per occurrence unless a higher "limit" for Fire Department Service Charge is shown on the "declarations".

6. **Glass Or Safety Glazing Material**

a. "We" pay for:

- 1) the breakage of glass or safety glazing material that is part of a covered building or storm door or window; and
- 2) direct physical loss to covered property caused only by broken pieces of glass or safety glazing material that, before breaking, was part of a building or storm door or window.

b. The Earth Movement exclusion under Exclusions That Apply To Property Coverages does not apply with respect to the coverage described in a. above.

- c. Under this Incidental Property Coverage, "we" do not pay for loss:
- 1) to covered property that occurs because of the breakage of glass or safety glazing material, except as provided in a.2) above; or
 - 2) on the "described location" if the residence covered under Coverage A was vacant for more than 60 days in a row just before the loss.

However, this does not apply to loss caused by breakage of glass or safety glazing material that is the direct result of earth movement.

A residence being built is not vacant.

- d. This coverage does not increase the "limits" that apply to the property covered.

7. **Grave Markers** -- "We" pay up to \$5,000 for direct physical loss to grave markers and mausoleums on or away from the "described location" caused by a Peril Insured Against described under Coverage C.

With respect to this Incidental Property Coverage, the peril of Weight Of Ice, Snow, Or Sleet includes the weight of ice, snow, or sleet that causes damage to a mausoleum.

This coverage does not increase the "limits" that apply to the property covered.

8. **Increased Cost -- Ordinance Or Law**

- a. "You" may apply up to 10% of the Coverage A "limit" to cover the increased cost that results from the enforcement of a code, ordinance, or law that regulates the construction, repair, replacement, or demolition of property when loss to property covered under Coverage A or Coverage B is caused by a Peril Insured Against.

- b. "You" may use all or part of this Increased Cost -- Ordinance Or Law coverage to cover the increased cost "you" incur to remove debris resulting from the construction, repair, replacement, or demolition of covered property:

- 1) when loss to property covered under Coverage A or Coverage B is caused by a Peril Insured Against; and
- 2) a code, ordinance, or law regulates its construction, repair, replacement, or demolition.

This does not increase the "limit" that applies to this Incidental Property Coverage.

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

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

9. **Loss Assessment**

- a. "We" pay for "your" share of an assessment levied by a homeowners, condominium, or similar residential association. Coverage applies only when the assessment:

- 1) is levied during the policy period;
- 2) results from direct loss to property that is:
 - a) owned collectively by all association members;
 - b) of the type that would be eligible for coverage by this policy if it were owned by "you"; and

c) caused by a Peril Insured Against described under Coverage A, other than:

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

3) is levied against "you" as owner or tenant of the "described location".

b. However, "we" do not pay for an assessment that is levied against "you" or an association by any governmental body or authority.

c. The most "we" pay is \$1,000 unless a higher "limit" for Loss Assessment is shown on the "declarations".

"We" will pay up to the "limit" per occurrence. The "limit" is the most "we" will pay for any one loss, regardless of the number of assessments.

d. The Policy Period condition under Conditions Applicable to Property Coverages Only does not apply to this Incidental Property Coverage.

10. Reasonable Repairs

- a. "We" pay for the reasonable costs incurred by "you" for necessary measures performed solely to protect covered property from further damage by a Peril Insured Against if a Peril Insured Against has already caused a loss.
- b. If the measures described in a. above involve repair to other damaged property, "we" pay only if the property that is repaired is covered by this policy and only if the damage that necessitates the repair is caused by a Peril Insured Against.

This coverage does not:

- 1) increase the "limit" that applies to the property covered; or
- 2) relieve "you" of the duties described in 1.b., Protecting Property, under What Must Be Done In Case Of Loss Or Occurrence.

11. **Trees, Plants, Shrubs, Or Lawns** -- "We" pay for direct physical loss to trees, plants, shrubs, or lawns on the "described location" caused by:

- a. Fire Or Lightning, Explosion, Riot Or Civil Commotion, Aircraft;
- b. Vehicles if not owned or operated by an occupant of the "described location"; or
- c. Vandalism Or Malicious Mischief or Theft.

"You" may apply up to 5% of the Coverage A "limit" to cover trees, plants, shrubs, or lawns. "We" do not pay more than \$500 for each tree, plant, or shrub.

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

12. Fungi, Wet Rot, Dry Rot, Or Bacteria

- a. "We" pay up to \$5,000 for:
 - 1) direct physical loss to property covered under Coverage A, Coverage B, or Coverage C caused by, resulting from, or consisting of "fungi", wet rot, dry rot, or bacteria that is the direct result of a Peril Insured Against; and
 - 2) the necessary increase in cost "you" incur to maintain "your" normal standard of living when the "described location" is made unfit for use due to loss caused by, resulting from, or consisting of "fungi", wet rot, dry rot, or bacteria that is the direct result of a Peril Insured Against.

This is the only coverage provided by this policy for damage or loss to property covered under the Principal Property Coverages that is caused by, results from, or consists of "fungi", wet rot, dry rot, or bacteria, regardless of other causes or events that contribute to or aggravate the damage or loss, whether such causes or events occur before, at the same time as, or after the damage or loss caused by, resulting from, or consisting of "fungi", wet rot, dry rot, or bacteria.

- b. The coverage described in a. above includes the cost to:
- 1) remove "fungi", wet rot, dry rot, or bacteria from covered property;
 - 2) remove and replace those parts of covered property necessary to gain access to "fungi", wet rot, dry rot, or bacteria; and
 - 3) test air or property for the absence, presence, or level of "fungi", wet rot, dry rot, or bacteria, regardless of when such testing is performed.

However, "we" pay for the cost of such testing only to the extent that there is reason to believe that "fungi", wet rot, dry rot, or bacteria is present.

- c. This Incidental Property Coverage applies only when:
- 1) the loss or cost is the direct result of a Peril Insured Against that occurs during the policy period; and
 - 2) all reasonable means were used to save and preserve the property at and after the time the Peril Insured Against occurred.

- d. The "terms" of this Incidental Property Coverage do not apply to covered loss or damage to covered property that is not caused, in total or in part, by "fungi", wet rot, dry rot, or bacteria, except to the extent that "fungi", wet rot, dry rot, or bacteria cause an increase in the loss. When "fungi", wet rot, dry rot, or bacteria cause an increase in such a loss, that increase is subject to the "terms" of this Incidental Property Coverage.
- e. The "limit" stated in a. above is the most "we" pay for the total of all loss and cost covered under this Incidental Property Coverage, regardless of the number of locations covered by this policy or the number of claims made.

13. **Property In Rental Units** -- "We" pay for direct physical loss to "your" appliances, carpeting, and other household furnishings in an apartment on the "described location" regularly rented or held for rental to others by an "insured" when the loss is caused by a Peril Insured Against described under Coverage C, other than the peril of Theft.

The most "we" pay for loss to such property in each apartment rented or held for rental to others is \$2,500 per occurrence, regardless of the quantity of appliances, carpeting, or other household furnishings damaged.

This coverage does not increase the "limits" that apply to the property covered.

**PERILS INSURED AGAINST --
COVERAGES A, B, C, AND D**

1. **Coverage A -- Residence And Coverage B -- Related Private Structures** -- "We" insure property covered under Coverage A or Coverage B for risks of direct physical loss, unless the loss is excluded under the Exclusions That Apply To Coverage A And Coverage B.

a. **Exclusions That Apply To Coverage A And Coverage B**

1) "We" do not pay for loss excluded under the Exclusions That Apply To Property Coverages.

2) **Freezing, Discharge, Leakage, Or Overflow** -- Subject to the exceptions stated in a) and b) below, "we" do not pay for loss caused by freezing of, or the resulting discharge, leakage, or overflow from, a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system or a domestic appliance.

a) When the building is protected by an automatic fire protective sprinkling system, this exclusion does not apply if "you" have taken reasonable care to:

- (1) maintain heat in the building; and
- (2) continue the water supply.

b) When the building is not protected by an automatic fire protective sprinkling system, this exclusion does not apply if "you" have taken reasonable care to:

- (1) maintain heat in the building; or
- (2) shut off the water supply and completely empty water from all systems and appliances.

With respect to this exclusion and the exceptions stated in a) and b) above, plumbing systems and domestic appliances do not include roof drains, gutters, downspouts, or like equipment or sumps, sump pumps, or related equipment.

3) **Freezing, Thawing, Pressure, Or Weight Of Ice Or Water** -- "We" do not pay for loss caused by freezing, thawing, pressure, or weight of ice or water, whether driven by wind or not, to:

- a) fences, patios, paved areas, or swimming pools;
- b) bulkheads, footings, foundations, walls, or any other structures or features that support all or part of a building or other structure;
- c) bulkheads or retaining walls that do not support all or part of a building or other structure; or
- d) docks, piers, or wharves.

4) **Theft** -- "We" do not pay for loss caused by theft in or to a residence being built, or theft of materials or supplies for use in construction of the residence, until the residence is completed and occupied.

5) **Vandalism Or Malicious Mischief** -- "We" do not pay for loss:

- a) caused by vandalism or malicious mischief; or
- b) that ensues from a wrongful act committed intentionally in the course of vandalism or malicious mischief;

if the residence was vacant for more than 60 days in a row just before the loss. A residence being built is not vacant.

6) **Water, Humidity, Moisture, Or Vapor** -- "We" do not pay for loss caused by:

- a) continuous or repeated discharge, seepage, or leakage of water; or
- b) the presence or condensation of humidity, moisture, or vapor;

over a period of weeks, months, or years.

- 7) **Collapse** -- "We" do not pay for loss involving collapse, except as provided under the Incidental Property Coverage for Collapse.
- 8) **Settling, Cracking, Shrinking, Bulging, Or Expanding** -- "We" do not pay for loss caused by the settling, cracking, shrinking, bulging, or expanding of:
- a) bulkheads;
 - b) ceilings;
 - c) floors;
 - d) footings;
 - e) foundations;
 - f) patios;
 - g) paved areas;
 - h) roofs; or
 - i) walls.
- 9) **Animals, Birds, Vermin, Rodents, Or Insects** -- "We" do not pay for loss caused by:
- a) animals owned or kept by an "insured";
 - b) birds;
 - c) vermin;
 - d) rodents; or
 - e) insects;
- except as provided under the Incidental Property Coverages.
- 10) **Smoke** -- "We" do not pay for loss caused by smoke from agricultural smudging or industrial operations.
- 11) **Pollutants** -- "We" do not pay for loss caused by the release, discharge, dispersal, seepage, migration, or escape of "pollutants", unless the release, discharge, dispersal, seepage, migration, or escape is caused by a Peril Insured Against described under Coverage C.
- 12) **Wear And Tear** -- "We" do not pay for loss caused by:
- a) wear and tear, marring, or deterioration;
 - b) mechanical breakdown, latent defect, inherent vice, or any quality, fault, or weakness in property that causes it to damage or destroy itself; or
 - c) rust or other corrosion or smog.
- b. **Exceptions To Exclusions That Apply To Coverage A And Coverage B**
- 1) "We" pay for an ensuing loss that results from a.2) through a.12) above, unless the ensuing loss itself is excluded.
 - 2) Unless the loss is otherwise excluded by this policy, "we" pay for loss to property covered under Coverage A or Coverage B that results from water or steam that, due to a cause or event excluded under a.8), a.9), a.10), a.11), or a.12) above, accidentally discharges or overflows from:
 - a) a storm drain, or a water, steam, or sewer pipe, away from the "described location"; or
 - b) a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system, or a domestic appliance, on the "described location". This includes the reasonable cost of removing and replacing those parts of a building or other structure on the "described location" needed to repair the system or appliance.
- However, "we" will pay the cost of removing and replacing part of a structure that is not a building only if the water or steam causes direct physical loss to a building on the "described location".
- "We" do not pay for loss to the system or appliance from which the water or steam escaped.

In this exception, plumbing systems and domestic appliances do not include roof drains, gutters, downspouts, or like equipment or sumps, sump pumps, or related equipment.

Under Exclusions That Apply To Property Coverages, 1) and 3) of the Water Damage exclusion do not apply with respect to loss by water covered under this exception.

2. **Coverage C -- Personal Property** -- "We" insure against direct physical loss to property covered under Coverage C caused by the following perils, unless the loss is excluded under the Exclusions That Apply To Property Coverages:

a. **Fire Or Lightning**

b. **Windstorm Or Hail**

However, "we" do not pay for loss:

- 1) to property inside a building caused by dust, rain, sand, sleet, or snow, all whether driven by wind or not, that enter through an opening in the building not made by the direct force of wind or hail; or
- 2) to watercraft, regardless of type, or their furnishings, equipment, engines, motors, trailers, or semitrailers unless inside a fully enclosed building.

c. **Explosion**

d. **Riot Or Civil Commotion**

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

f. **Vehicles**

- g. **Sudden And Accidental Damage From Smoke** -- This includes sudden and accidental damage from fumes, smoke, soot, or vapors that emit or back up from a boiler, furnace, or related equipment.

However, "we" do not pay for loss caused by smoke from agricultural smudging or industrial operations.

h. **Volcanic Eruption**

However, this does not include loss caused by earthquake, land shock waves, or tremors.

i. **Vandalism Or Malicious Mischief**

- j. **Theft** -- This includes attempted theft and loss of property from a known place when it is likely that theft occurred.

However, "we" do not pay for loss caused by:

- 1) theft by an "insured";
- 2) theft in or to a residence being built, or theft of materials or supplies for use in construction of the residence, until the residence is completed and occupied;
- 3) theft from a part of the "described location" rented by an "insured" to a person who is not an "insured"; or
- 4) theft that occurs away from the "described location" of:
 - a) trailers or semitrailers;
 - b) campers;
 - c) watercraft, regardless of type, or their furnishings, equipment, engines, or motors; or
 - d) property while on the part of residential premises that an "insured" owns, rents, or occupies, except for the time while an "insured" temporarily resides there. "We" do cover the property of an "insured" who is a student while it is in the living quarters occupied by the student at school if the student has been at such living quarters at any time during the 60 days just before the loss.

k. **Falling Objects**

However, "we" do not pay for loss to:

- 1) property inside a building, unless the falling object has first damaged an outside wall or the roof of the building by impact; or
- 2) the object that falls.

l. **Weight Of Ice, Snow, Or Sleet** that causes damage to property inside a building.

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

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

n. **Accidental Discharge Or Overflow Of Water Or Steam** from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system or domestic appliance.

However, "we" do not pay for loss:

- 1) caused by continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, over a period of weeks, months, or years;
- 2) caused by or resulting from freezing, except as provided under the peril of Freezing;
- 3) on the "described location" caused by accidental discharge or overflow that comes from off the "described location"; or
- 4) to the system or appliance from which the water or steam escaped.

In this peril, plumbing systems and domestic appliances do not include roof drains, gutters, downspouts, or like equipment or sumps, sump pumps, or related equipment.

Under Exclusions That Apply To Property Coverages, 1) and 3) of the Water Damage exclusion do not apply with respect to loss by water covered under this peril.

o. **Freezing** -- This means freezing of a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system or domestic appliance, subject to the requirements stated in 1) and 2) below. In this peril, plumbing systems and domestic appliances do not include roof drains, gutters, downspouts, or like equipment or sumps, sump pumps, or related equipment.

- 1) When the building is protected by an automatic fire protective sprinkling system, coverage for loss caused by the peril of Freezing applies only if "you" have taken reasonable care to:

- a) maintain heat in the building; and
- b) continue the water supply.

- 2) When the building is not protected by an automatic fire protective sprinkling system, coverage for loss caused by the peril of Freezing applies only if "you" have taken reasonable care to:

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

p. **Sudden And Accidental Damage From Artificially Generated Electrical Currents**

However, "we" do not pay for loss to tubes, transistors, electronic components, or circuitry that are a part of any type of an electronic apparatus, including but not limited to appliances, fixtures, computers, and home entertainment units.

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

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

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

- a. **Ordinance Or Law** -- "We" do not pay for:
 - 1) any loss or increased cost that results from the enforcement of a code, ordinance, or law that regulates the construction, repair, or demolition of property or the removal of its debris, except as provided under the Incidental Property Coverage for Increased Cost -- Ordinance Or Law;
 - 2) any loss in value of property that results from the enforcement of a code, ordinance, or law; or
 - 3) any loss, cost, or expense that results from the enforcement of a code, ordinance, or law requiring that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

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

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

"We" do pay for loss caused by acts ordered by a civil authority at the time of a fire to prevent its spread, but only if loss caused by the fire would be covered by this policy.

- c. **Nuclear Hazard**

- 1) "We" do not pay for loss caused by nuclear reaction, radiation, or radioactive contamination:

- a) whether controlled or uncontrolled; or
- b) however caused;

or any consequence of such reaction, radiation, or contamination.

- 2) Loss caused by nuclear reaction, radiation, or radioactive contamination is not considered loss caused by:

- a) fire;
- b) explosion; or
- c) smoke;

even if this policy provides coverage for loss caused by one or more of these perils.

- 3) Direct loss by fire resulting from nuclear reaction, radiation, or radioactive contamination is covered.

d. **War** -- "We" do not pay for loss caused by:

- 1) war, including undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) warlike action by a military force or military personnel;
- 3) destruction, seizure, or use for a military purpose; or
- 4) any consequence of 1), 2), or 3) above.

Discharge of a nuclear weapon is deemed a warlike action even if it is accidental.

e. **Neglect** -- "We" do not pay for loss caused by the neglect of an "insured" to use all reasonable means to save and preserve covered property at and after the time of a loss.

f. **Earth Movement** -- "We" do not pay for loss caused by earth movement whether the earth movement results from or is caused by human or animal forces or an act of nature.

Earth movement includes but is not limited to:

- 1) earthquake;
- 2) landslide, mudflow, mudslide;
- 3) sinkhole, subsidence, or any other sinking, rising, shifting, expanding, or contracting of earth; and
- 4) land shock waves or tremors before, during, or after a volcanic eruption.

"We" do pay for direct loss caused by fire or explosion resulting from earth movement.

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

g. **Water Damage** -- "We" do not pay for loss caused by water damage whether the water damage results from or is caused by human or animal forces or an act of nature.

Water damage means:

- 1) flood, surface water, waves, tidal water, overflow of a body of water, or spray, all whether driven by wind or not;
- 2) water or matter present in water that backs up through sewers or drains or that overflows or is discharged from:
 - a) a sump, sump pump, or related equipment; or
 - b) any other type of system designed to remove subsurface water which is drained from the foundation area; or
- 3) water or matter present in water below the surface of the ground. This includes water that exerts pressure on, or seeps or leaks through or into, a building, sidewalk, driveway, foundation, swimming pool, or other structure.

"We" do pay for direct loss caused by fire or explosion resulting from water damage.

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

h. **Power Disruption** -- "We" do not pay for loss caused by the disruption of power or other utility service, whether or not it is caused by a Peril Insured Against, if the cause of the disruption is not on the "described location".

"We" do pay for direct loss that is otherwise covered by this policy that occurs on the "described location" as a result of the disruption of power.

- i. **Intentional Acts** -- "We" do not provide coverage for an "insured" who commits, conspires to commit, or directs an act with the intent to cause a loss.
 - j. **Fungi, Wet Rot, Dry Rot, Or Bacteria** -- "We" do not pay for loss or cost caused by the presence, growth, proliferation, spread, or any activity of "fungi", wet rot, dry rot, or bacteria, except as provided under the Incidental Property Coverage for Fungi, Wet Rot, Dry Rot, Or Bacteria.
2. "We" do not pay for loss or damage to property covered under Coverage A or Coverage B that is caused by or results from one or more of the following excluded causes or events. However, "we" do pay for an ensuing loss to property covered under Coverage A or Coverage B that is otherwise covered by this policy.
- a. **Weather Conditions** -- "We" do not pay for loss caused by weather conditions that initiate, set in motion, or in any way contribute to a cause or event excluded under the preceding Exclusions That Apply To Property Coverages (Numbers 1. a. through 1. j.).
 - b. **Errors, Omissions, And Defects** -- "We" do not pay for loss caused by one or more of the following:
 - 1) an act or decision of any person, group, organization, or governmental body, or the failure of any person, group, organization, or governmental body to act or decide; or
 - 2) a defect, a weakness, the inadequacy, a fault, or unsoundness in the:
 - a) development, planning, siting, surveying, zoning;
 - b) construction, compaction, design, grading, remodeling, renovation, repair, specification, workmanship;
- c) materials used in construction, remodeling, renovation, or repair; or
 - d) maintenance;
- of any property, whether in whole or in part, and whether on or away from the "described location", except as provided under the Incidental Property Coverage for Collapse.
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- ## LIABILITY COVERAGES
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- ### PRINCIPAL LIABILITY COVERAGES
- 1. **Coverage L -- Personal Liability** -- "We" pay, up to the "limit" that applies, all sums for which an "insured" is legally liable because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies. This includes prejudgment interest awarded against an "insured".

"We" will defend a suit seeking damages if the suit resulted from "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies. Such defense will be provided at "our" expense by counsel that "we" choose. "We" may make investigations and settle claims or suits that "we" decide are appropriate. "We" do not have to provide a defense after "we" have paid an amount equal to "our" "limit" as a result of a judgment or written settlement.
 - 2. **Coverage M -- Medical Payments To Others** -- "We" pay the necessary medical expenses if they are incurred or medically determined within three years from the date of an accident causing "bodily injury" covered by this policy. Medical expenses means the reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, and funeral services and prosthetic devices.

This coverage does not apply to "you" or to any person who is a regular resident of "your" household, other than a "domestic employee". With respect to others, this coverage applies only to:

- a. a person on an "insured premises" with the permission of an "insured"; or
- b. a person away from an "insured premises" if the "bodily injury":
 - 1) arises out of a condition on an "insured premises" or the access ways immediately adjoining an "insured premises";
 - 2) is caused by an activity of an "insured";
 - 3) is caused by a "domestic employee" in the course of his or her employment by an "insured"; or
 - 4) is caused by an animal owned by or in the care of an "insured".

INCIDENTAL LIABILITY COVERAGES

This policy provides the following Incidental Liability Coverages. They are subject to all of the "terms" of Coverage L and Coverage M. Except for Claims And Defense Cost, Damage To Property Of Others, First Aid Expense, and Loss Assessment, they do not increase the "limits" stated for the Principal Liability Coverages.

1. **Business** -- "We" pay for "bodily injury" or "property damage" that arises out of:
 - a. the rental or holding for rental of an "insured premises":
 - 1) on an occasional basis for use only as a residence;
 - 2) in part for use only as a residence (No family unit may include more than two roomers or boarders.); or
 - 3) in part for use as a school, studio, office, or private garage; or

- b. the "business" activities of an "insured" who is a minor, but only if such "insured" is involved in a part-time, self-employed "business" normally undertaken by minors.

However, this coverage does not apply to the "business" activities of an "insured" who is employed by a "business".

With respect to this coverage, a minor is a person under the age of:

- 1) 19 if not a student enrolled in school full time, as defined by the school; or
- 2) 23 if a student enrolled in school full time, as defined by the school.

2. **Claims And Defense Cost** -- "We" pay for:

- a. the costs incurred by "us" and the costs taxed to an "insured" in a suit "we" defend;
- b. the premiums on required bonds in a suit "we" defend, but only for bond amounts up to the "limit" that applies. "We" are not required to apply for or furnish bonds;
- c. the necessary costs incurred by an "insured" at "our" request for assisting "us" in the investigation or defense of a claim or suit. This includes up to \$250 per day for the actual loss of earnings by an "insured", but not loss of other income, for time spent away from work at "our" request; and
- d. the interest on the entire judgment that accrues after the entry of the judgment, but ending when "we" tender, pay, or deposit in court that part of the judgment that does not exceed the "limit" that applies.

3. **Contracts** -- "We" pay for "bodily injury" or "property damage":

- a. for which an "insured" is liable under a written contract that directly relates to the ownership, maintenance, or use of an "insured premises"; or
- b. for which "you" are liable under a written contract, made before the loss, in which "you" have assumed the liability of others.

4. **Damage To Property Of Others** --

Regardless of an "insured's" legal liability, "we" pay, at replacement cost, for "property damage" to property of others caused by an "insured". "Our" "limit" for this coverage is \$1,000 per "occurrence".

The exclusions that apply to Coverage L and Coverage M do not apply to this coverage.

However, "we" do not pay for damage to property:

- a. covered under the Property Coverages section of this policy.

However, "we" will pay for "property damage" in excess of the amount recoverable under the Property Coverages;

- b. owned by an "insured", or owned by, rented to, or leased to another resident of "your" household or a tenant of an "insured";
- c. caused intentionally by an "insured" who has attained the age of 13; or
- d. arising out of:
 - 1) activities related to a "business" of an "insured";
 - 2) premises owned, rented, or controlled by an "insured", other than an "insured premises"; or

- 3) the ownership, operation, maintenance, use, occupancy, loading, or unloading of "aircraft", "hovercraft", "motorized vehicles", or "watercraft".

However, this exclusion does not apply to "property damage" arising out of a "motorized vehicle" that:

- a) is designed for recreational use off of public roads;
- b) is not owned by an "insured"; and
- c) at the time of the "occurrence", is not required by law or governmental regulation to be registered for use on public roads or property.

5. **First Aid Expense** -- "We" pay the expenses incurred by an "insured" for first aid to persons, other than "insureds", for "bodily injury" covered by this policy.

6. **Loss Assessment**

- a. "We" pay for "your" share of an assessment levied by a homeowners, condominium, or similar residential association if the assessment is levied as a result of:
 - 1) "bodily injury" or "property damage" to which Coverage L and Coverage M apply; or
 - 2) damages or legal fees the association legally must pay for the acts of a director, officer, or trustee that result from the exercise of his or her duties solely on behalf of the association. This applies only to the acts of a director, officer, or trustee who is elected by the members of the association and who serves without receiving a fee, salary, or other compensation.

- b. However, "we" do not pay for assessments levied against "you" or a homeowners, condominium, or similar residential association by any governmental body or authority.
- c. Coverage applies only when the assessment is levied during the policy period and is levied against "you" as owner or tenant of the "described location".
- d. The most "we" pay is \$1,000 per occurrence. Regardless of the number of assessments, this "limit" is the most "we" pay for loss arising out of:
 - 1) any one accident, including repeated exposures to similar conditions; or
 - 2) an act of a director or trustee. An act involving more than one director or trustee is considered a single act.
- e. The Policy Period condition under Conditions Applicable To Liability Coverages Only does not apply to this Incidental Liability Coverage.

7. Motorized Vehicles

"We" pay for "bodily injury" or "property damage" that arises out of a "motorized vehicle" that:

- a. at the time of the "occurrence", is not:
 - 1) registered for use on public roads or property;
 - 2) required by law or governmental regulation to be registered for use at the location of the "occurrence";
 - 3) being used in, or in the practice or the preparation for, a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest;
 - 4) being rented to others;
 - 5) being used to carry people or cargo for a fee; or

- 6) being used for any "business" purpose, except a motorized golf cart while on a golfing establishment; and
- b. is in dead storage on an "insured premises"; or
- c. is used to service an "insured's" residence; or
- d. is designed to assist the handicapped and, at the time of the "occurrence", is:
 - 1) being used to assist a handicapped person; or
 - 2) parked on an "insured premises"; or
- e. is designed for recreational use off of public roads and is:
 - 1) not owned by an "insured"; or
 - 2) owned by an "insured", but only if the "occurrence" takes place on an "insured premises" as defined in 13.a., 13.b., 13.c., 13.f., 13.g., or 13.h under Definitions; or
- f. is a motorized golf cart that:
 - 1) is owned by an "insured";
 - 2) is designed to carry no more than 4 persons;
 - 3) is not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground; and
 - 4) at the time of the "occurrence", is within the legal boundaries of:
 - a) a golfing establishment and is:
 - (1) parked or stored there; or
 - (2) being used by an "insured" to:
 - (a) play the game of golf or for other recreational or leisure activity allowed by the establishment;

- (b) travel to or from an area where "motorized vehicles" or golf carts are parked or stored; or
 - (c) cross public roads at designated points to access other parts of the golfing establishment; or
 - b) a private residential community, including its public roads upon which a motorized golf cart can legally travel:
 - (1) that is subject to the authority of an association of property owners; and
 - (2) in which an "insured's" residence is located.
8. **Watercraft** -- "We" pay for "bodily injury" or "property damage" that arises out of a "watercraft" that, at the time of the "occurrence":
- a. is not being:
 - 1) used in, or in the practice or the preparation for, a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest;
 - 2) rented to others;
 - 3) used to carry people or cargo for a fee; or
 - 4) used for any "business" purpose; and
 - b. is in storage; or
 - c. 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
 - d. is not a sailing vessel and is powered by:
 - 1) an inboard or inboard-outdrive engine or motor, including an engine or motor that powers 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:
 - (1) it is listed on the "declarations" as insured for personal liability; or
 - (2) a written request for liability coverage is received by "us" within 45 days after it is acquired.

In this Incidental Liability Coverage for Watercraft, horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

With respect to this Incidental Liability Coverage for Watercraft, a.1) above does not apply to a sailing vessel or to a "watercraft" being used in a predicted log contest or cruise.

**EXCLUSIONS THAT APPLY
TO LIABILITY COVERAGES**

**1. Exclusions That Apply To Coverage L
And Coverage M -- Coverage L and
Coverage M do not apply to:**

- a. "bodily injury" or "property damage"
caused directly or indirectly by:
- 1) war, including undeclared war, civil war, insurrection, rebellion, or revolution;
 - 2) warlike action by a military force or military personnel;
 - 3) destruction, seizure, or use for a military purpose; or
 - 4) any consequence of 1), 2), or 3) above.

Discharge of a nuclear weapon is deemed a warlike action even if it is accidental.

- b. "bodily injury" or "property damage"
arising out of:
- 1) the ownership of "aircraft" or "hovercraft" by an "insured";
 - 2) the operation, maintenance, use, occupancy, loading, or unloading of "aircraft" or "hovercraft" by any person;
 - 3) the entrustment of "aircraft" or "hovercraft" by an "insured" to any person; or
 - 4) an "insured's" negligent supervision of or failure to supervise any person with respect to "aircraft" or "hovercraft".

However, this exclusion does not apply to "bodily injury" to a "domestic employee" arising out of and in the course of his or her employment by an "insured".

- c. "bodily injury" or "property damage"
arising out of:
- 1) the ownership of a "motorized vehicle" or "watercraft" by an "insured";
 - 2) the operation, maintenance, use, occupancy, loading, or unloading of a "motorized vehicle" or "watercraft" by any person;
 - 3) the entrustment of a "motorized vehicle" or "watercraft" by an "insured" to any person; or
 - 4) an "insured's" negligent supervision of or failure to supervise any person with respect to a "motorized vehicle" or "watercraft".

However, "we" do pay for "bodily injury" to a "domestic employee" arising out of and in the course of his or her employment by an "insured" or if coverage is provided under the Incidental Liability Coverage for Motorized Vehicles or the Incidental Liability Coverage for Watercraft.

- d. "bodily injury" or "property damage" for which an "insured" is vicariously liable if the "bodily injury" or "property damage" arises out of the actions of a child or minor with respect to:
- 1) "aircraft"; or
 - 2) "hovercraft".

This applies whether or not such liability is imposed by law.

- e. "bodily injury" or "property damage" for which an "insured" is vicariously liable if the "bodily injury" or "property damage" arises out of the actions of a child or minor with respect to a:
- 1) "motorized vehicle"; or
 - 2) "watercraft".

This applies whether or not such liability is imposed by law.

However, this exclusion does not apply to the extent that coverage for the "motorized vehicle" or "watercraft" is provided under the Incidental Liability Coverage for Motorized Vehicles or the Incidental Liability Coverage for Watercraft.

- f. "bodily injury" or "property damage" arising out of the rendering of or the failing to render a professional service.
- g. "bodily injury" or "property damage" arising out of or related to a "business" in which an "insured" is involved, except to the extent that coverage is provided:
 - 1) for the use of a motorized golf cart while on a golfing establishment under the Incidental Liability Coverage for Motorized Vehicles; or
 - 2) under the Incidental Liability Coverage for Business.
- h. "bodily injury" or "property damage" that arises out of premises that are:
 - 1) owned by an "insured";
 - 2) rented to an "insured"; or
 - 3) rented to others by an "insured";

and that are not "insured premises".

However, "we" do pay for "bodily injury" to a "domestic employee" arising out of and in the course of his or her employment by an "insured".

- i. "bodily injury" or "property damage" that is intended by one or more "insureds" or that may reasonably be expected to result from the intentional or criminal acts or omissions of one or more "insureds".

This exclusion applies whether or not:

- 1) the "bodily injury" or "property damage" is of the same type, quality, or extent as intended or reasonably expected;

- 2) the "bodily injury" or "property damage" is suffered by the intended or reasonably expected person, persons, or entity;
- 3) the "insureds" have the mental ability to govern their own actions; or
- 4) the "insureds" are charged with or convicted of a crime.

- j. "bodily injury" or "property damage" that arises out of the transmission of a communicable disease by an "insured".
- k. "bodily injury" or "property damage" that arises out of sexual molestation.
- l. "bodily injury" or "property damage" that arises out of physical or mental abuse.
- m. "bodily injury" or "property damage" that arises out of corporal punishment.
- n. "bodily injury" or "property damage" that arises 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, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

- o. "bodily injury" or "property damage" that arises directly or indirectly, in whole or in part, from the actual, alleged, or threatened contact with, existence of, exposure to, ingestion of, inhalation of, or presence of "fungi", wet rot, dry rot, or bacteria.

However, this does not apply to "bodily injury" or "property damage" that arises from "fungi" that are, are on, or are contained in any good or product intended for consumption.

2. **Additional Exclusions That Apply Only To Coverage L** -- Coverage L does not apply to:

- a. "bodily injury" to a person who is an "insured" as defined in 12.a., 12.b., 12.c., 12.d., or 12.e. under Definitions.
- b. any claim made or suit brought against an "insured" seeking:
 - 1) reimbursement of; or
 - 2) contribution toward;damages for which another person may be liable because of "bodily injury" to an "insured".
- c. liability under a contract or an agreement entered into by an "insured", except as provided under the Incidental Liability Coverage for Contracts.
- d. "property damage" to property owned by an "insured".
- e. cost or expense for measures performed on property owned by an "insured" to prevent:
 - 1) injury to a person; or
 - 2) damage to property of others;on or away from an "insured premises", whether such cost or expense is incurred by an "insured" or others.
- f. "property damage" to property that is rented to, occupied by, used by, or in the care of an "insured".

However, this exclusion does not apply to "property damage" to such property caused by fire, smoke, or explosion.
- g. "bodily injury" to a person, including a "domestic employee", if:
 - 1) an "insured" has a workers' compensation policy covering the injury; or

- 2) benefits are payable or are required to be provided by the "insured" under a workers' compensation, non-occupational disability, occupational disease, or like law.

- h. liability for any assessment levied by a homeowners, condominium, or similar residential association, except as provided under the Incidental Liability Coverage for Loss Assessment.
- i. "bodily injury" or "property damage" for which an "insured" under this policy is also an insured under a nuclear energy liability policy or would be an insured under a nuclear energy liability policy but for the exhaustion of its limits. (A nuclear energy liability policy is a policy issued by Mutual Atomic Energy Liability Underwriters, Nuclear Energy Liability Insurance Association, or Nuclear Insurance Association of Canada or their successors.)

3. **Additional Exclusions That Apply Only To Coverage M** -- Coverage M does not apply to "bodily injury":

- a. to an "insured" or any other person, other than a "domestic employee", who regularly resides on any part of the "insured premises".
- b. to a person, including a "domestic employee", if a workers' compensation policy covers the injury or if benefits are provided or required to be provided under a workers' compensation, non-occupational disability, occupational disease, or like law.
- c. to a "domestic employee" if the "bodily injury":
 - 1) occurs away from an "insured premises"; and
 - 2) does not arise out of or in the course of his or her employment by an "insured".

d. from any:

- 1) nuclear reaction;
- 2) nuclear radiation; or
- 3) radioactive contamination;

whether controlled or uncontrolled or however caused; or

- 4) any consequence of 1), 2), or 3) above.

If the property must be repaired, "you" must:

- 1) make reasonable and necessary repairs to protect the property; and
- 2) keep an accurate record of the costs of such repairs.

c. **Cooperation** -- All "insureds" seeking coverage, or the representative or representatives of all "insureds" seeking coverage, must cooperate with "us" in the investigation of a claim.

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

- 1) quantity;
- 2) description;
- 3) actual cash value; and
- 4) amount of loss.

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

e. **Showing Damaged Property** -- The damaged property must be shown to "us" as often as "we" reasonably request.

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

- 1) given requested records and documents; and
- 2) permitted to make copies of such records and documents.

g. **Examination Under Oath** -- As often as "we" reasonably request, all "insureds" seeking coverage, or the representative or representatives of all "insureds" seeking coverage, must:

- 1) submit to examination under oath in matters that relate to the loss or claim; and

WHAT MUST BE DONE IN CASE OF LOSS OR OCCURRENCE

1. Property Coverages

The following duties apply when there is loss to covered property. These duties must be performed by "you", "your" representative, an "insured" seeking coverage, or the representative of an "insured" seeking coverage.

"We" are not obligated to provide the coverages described in this policy if these duties are not performed and the lack of performance is prejudicial to "us".

a. Notice

Prompt notice must be given to "us" or "our" agent.

Notice must be given to the police when the loss involves theft.

Notice must be given to the credit card, fund transfer card, or access device company when the loss involves a credit card, a fund transfer card, or an access device.

b. **Protecting Property** -- All reasonable measures must be taken to protect covered property at and after an insured loss to avoid further loss.

- 2) sign such statement made under oath.

If more than one person is examined, "we" have the right to examine and receive statements separately from each person and not in the presence of other "insureds".

- h. **Proof Of Loss** -- "We" must be given a signed, sworn proof of loss, within 60 days after "our" request, that:

- 1) states, to the best of "your" knowledge and belief, the:
 - a) time and cause of the loss; and
 - b) interests of all "insureds" and the interests of all others, including all mortgages and liens, in the property involved in the loss;
- 2) identifies:
 - a) other policies that may cover the loss; and
 - b) any changes in title or use of the property during the policy period; and
- 3) provides:
 - a) available plans and specifications of damaged buildings;
 - b) detailed estimates for repair;
 - c) the inventory of damaged personal property described in d. above;
 - d) receipts for additional living costs incurred and records that prove loss of rent or the fair rental value; and
 - e) evidence or affidavit supporting a claim under the Incidental Property Coverage for Credit Card; Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money and stating the amount and cause of loss.

2. Liability Coverages

The following duties apply when there has been an "occurrence". These duties must be performed by "you" or another "insured". "You" must assist "us" by seeing that they are performed.

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

- a. **Notice** -- Written notice must be given to "us" or "our" agent as soon as is practical. The notice must state:
 - 1) "your" name and the policy number;
 - 2) reasonably available information regarding the time, location, and other details of the "occurrence"; and
 - 3) the names and addresses of all known potential claimants and witnesses.
- b. **Volunteer Payments** -- An "insured" must not:
 - 1) make payments;
 - 2) pay or offer rewards; or
 - 3) assume obligations or other costs;except at the "insured's" own cost.

This does not apply to costs that are covered under the Incidental Liability Coverage for First Aid Expense.
- c. **Cooperation** -- The "insured" must cooperate with "us" in the investigation, defense, or settlement of a claim or suit.
- d. **Notices, Demands, And Legal Papers** -- The "insured" must promptly give "us" copies of all notices, demands, and legal papers that relate to the "occurrence".

e. **Assistance With Claims And Suits --**
At "our" request, the "insured" must help "us":

- 1) to settle a claim;
- 2) to enforce the right of recovery or indemnification against all parties who may be liable to an "insured";
- 3) to conduct suits. This includes being at trials and hearings;
- 4) in the securing of and giving of evidence; and
- 5) in obtaining the attendance of all witnesses.

f. **Other Duties -- Damage To Property Of Others --** "We" must be given a sworn statement of loss within 60 days after the loss. The damaged property must be shown to "us" if it is within an "insured's" control.

- a) Fire Department Service Charge;
- b) Credit Card; Fund Transfer Card Or Access Device; Forgery; And Counterfeit Money; and
- c) Fungi, Wet Rot, Dry Rot, Or Bacteria.

It applies to all Perils Insured Against unless otherwise stated.

- 2) "We" pay that part of the loss over the deductible.
- 3) With respect to the Incidental Property Coverage for Loss Assessment, the deductible applies:
 - a) per occurrence, regardless of the number of assessments levied; and
 - b) separately at each covered location.

HOW MUCH WE PAY FOR LOSS OR OCCURRENCE

1. Property Coverages

a. **Our Limit --** "We" pay the lesser of:

- 1) the "limit" that applies; or
- 2) the amount determined under the applicable Loss Settlement Terms;

regardless of the number of "insureds" with an interest in the property.

However, in no event will "we" pay an "insured" an amount that exceeds his or her interest in the property at the time of loss.

b. **Deductible**

- 1) This applies to all Principal Property Coverages and all Incidental Property Coverages except:

c. **Loss To A Pair Or Set --** If there is a loss to an item that is part of a pair or set, "we" pay only to replace or repair the item, or "we" pay the difference in the actual cash value of the pair or set just before the loss and the actual cash value just after the loss.

d. **Loss Settlement Terms --** Subject to the "terms" shown above, "we" settle losses according to the Replacement Cost Terms. If the Replacement Cost Terms do not apply, "we" settle losses according to the Actual Cash Value Terms.

In the Replacement Cost Terms and the Actual Cash Value Terms, replacement cost and cost to repair or replace do not include any increased cost that results from the enforcement of a code, ordinance, or law, except to the extent that coverage for such increased cost is provided under the Incidental Property Coverage for Increased Cost -- Ordinance or Law.

1) **Replacement Cost Terms**

- a) The Replacement Cost Terms apply only to buildings covered under Coverage A or Coverage B.

However, Replacement Cost Terms do not apply to:

- (1) grave markers or mausoleums;
 - (2) awnings, carpeting, domestic appliances, outdoor antennas, or outdoor equipment, whether or not attached to a building; or
 - (3) structures that are not buildings.
- b) If the "limit" that applies to the damaged building at the time of loss is less than 80% of its full replacement cost just before the loss, the larger of the following amounts is used in applying the "terms" under Our Limit:
- (1) the actual cash value of the damaged part of the building just before the loss; or
 - (2) that part of the cost to repair or replace the damaged part, after application of any deductible, which the "limit" on the damaged building bears to 80% of its full replacement cost just before the loss.
- c) If the "limit" that applies to the damaged building at the time of loss is at least 80% of its full replacement cost just before the loss, the smaller of the following amounts is used in applying the "terms" under Our Limit:
- (1) the cost to repair or replace the damage:

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

- (2) the amount actually and necessarily spent to repair or replace the damaged building on the "described location" or some other premises within the state of North Carolina.

- d) In determining the replacement cost, do not include the cost of:

- (1) excavations; brick, stone, or concrete foundations; piers; footings; or other structures or features that support all or part of the building that are:

- (a) below the undersurface of the lowest basement floor; or
- (b) below the surface of the ground inside the foundation walls, if there is no basement; or

- (2) underground flues, pipes, wiring, or drains.

- e) When the cost to repair or replace exceeds the lesser of \$2,500 or 5% of the "limit" on the damaged building, "we" will pay no more than the actual cash value of the loss until repair or replacement is completed. Once repair or replacement is completed, "we" will settle the loss as described in b) and c) above.

- f) At "your" option, "you" may make a claim under the Actual Cash Value Terms instead of these Replacement Cost Terms. "You" may later make a claim for any additional amount payable under these Replacement Cost Terms, but only if "you" have informed "us", within 180 days after the date of loss, that "you" plan to do so.
- 2) **Actual Cash Value Terms** -- Actual cash value includes a deduction for depreciation, however caused.
- a) The Actual Cash Value Terms apply to all property not subject to the Replacement Cost Terms.
- b) The smaller of the following amounts is used in applying the "terms" under Our Limit:
- (1) the cost to repair or replace the property; or
- (2) the actual cash value of the property just before the loss.
2. **Coverage L -- Personal Liability** -- The "limit" shown on the "declarations" for Coverage L is the most "we" pay for loss for each "occurrence". This applies regardless of the number of:
- a. persons insured under this policy;
- b. parties who sustain injury or damage; or
- c. claims made or suits brought.

All "bodily injury" and "property damage" arising out of any one accident or out of repeated exposures to similar conditions will be considered one "occurrence".

3. **Coverage M -- Medical Payments To Others** -- The "limit" shown on the "declarations" per person for Coverage M is the most "we" pay for all medical expenses payable for "bodily injury" to one person as the result of one accident.

The payment of a claim under Coverage M does not mean an admission of liability on "our" part or on the part of any "insured".

4. **Severability** -- The Liability Coverages provided by this policy apply separately to each "insured", but this does not increase the "limit" that applies for any one "occurrence".
5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy applies to a loss, "we" pay no more than the actual loss.
6. **Insurance Under More Than One Policy**
- a. **Property Coverage** -- If there is other insurance that applies to the loss, "we" pay "our" share of the loss. "Our" share is that part of the loss that the "limit" of this policy bears to the total amount of insurance that applies to the loss.

However, this does not apply to loss that is also covered by a home warranty, a service or maintenance plan or agreement, or any other warranty, plan, or agreement that provides for the repair or replacement of property, even if such warranty, plan, or agreement has the characteristics or qualities of insurance.

- b. **Coverage L -- Personal Liability** -- This insurance is excess over other valid and collectible insurance that applies to the loss or claim.

However, this does not apply to insurance written specifically to provide coverage in excess of the "limits" that apply in this policy.

7. **Warranties And Service Or Maintenance Plans Or Agreements** -- If loss to covered property is also covered by a home warranty, a service or maintenance plan or agreement, or any other warranty, plan, or agreement that provides for the repair or replacement of property, this insurance is excess over any amount payable by such warranty, plan, or agreement. This applies even if such warranty, plan, or agreement has the characteristics or qualities of insurance.
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PAYMENT OF LOSS

Loss covered under the Property Coverages is paid as follows:

1. "We" adjust each loss with "you". "We" pay an insured loss within 60 days after the amount of the loss is finally determined. The amount of the loss may be determined by:
 - a. reaching an agreement with "you";
 - b. entry of a final judgment; or
 - c. the filing of an appraisal award with "us".

Payment is made to "you" unless a loss payee is named or some other person is legally entitled to receive payment.
2. "We" may:
 - a. pay the loss in money; or
 - b. rebuild, repair, or replace the property. "We" must give "you" written notice of "our" intent to do so within 30 days after "we" receive an acceptable proof of loss.

POLICY CONDITIONS

1. Conditions Applicable To All Coverages

- a. **Assignment** -- This policy may not be assigned without "our" written consent.
- b. **Cancellation And Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

During the first 59 days this policy is in effect, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

When this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

- 1) the premium has not been paid when due;
- 2) the policy was obtained through fraud, material misrepresentation, or omission of fact, which, if known by "us", would have caused "us" not to issue the policy; or
- 3) there has been a material change or increase in hazard of the risk.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason when it has been in effect for 60 days or more, "we" will give "you" notice at least 30 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective.

"Your" return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

c. **Change, Modification, Or Waiver Of Policy Terms**

- 1) A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
- 2) If "we" adopt a revision that broadens coverage under this edition of "our" policy without an additional premium, the broadened coverage will apply to "your" policy as of the date "we" adopt the revision in the state in which the "described location" is located. This applies only to revisions adopted within 60 days prior to or during the policy period shown on the "declarations".

However, this does not apply to revisions adopted as part of an overall program revision that both broadens and restricts coverage, whether "we" bring about the program revision by introducing:

- a) a subsequent edition of "our" policy; or
 - b) an endorsement that amends "our" policy.
- 3) "Our" request for an appraisal or examination under oath does not waive policy "terms".

d. **Conformity With Statute** -- This policy covers property or risks principally located in North Carolina and is issued in conformity with North Carolina laws. Any and all claims or disputes involving this policy in any way will be governed by the laws of North Carolina.

e. **Death** -- The "terms" in 1) and 2) below apply if any person named as the insured on the "declarations" or that person's spouse, if a resident of the same household, dies.

- 1) "We" provide coverage for the legal representative of the deceased person:
 - a) but only with respect to the deceased person's premises and property covered by this policy at the time of death; and
 - b) only to the extent that coverage is provided by this policy.

2) "Insured" includes:

- a) an "insured" who is a member of the deceased person's household at the time of the deceased person's death, but only while such person resides at the "described location"; and
- b) persons having proper, temporary custody of the deceased person's covered property, but only with respect to such property and only until such time as a legal representative is appointed and qualified.

f. **Subrogation** -- If "we" pay for a loss, "we" may require that the "insured" assign to "us" the right of recovery up to the amount "we" pay. "We" are not liable for a loss if, after the loss, an "insured" impairs "our" right to recover against others. An "insured" may waive his or her right to recover, in writing and before a loss occurs, without affecting coverage.

In the event that "we" require such an assignment, the "insured" must:

- 1) sign and give to "us" all related documents; and
- 2) cooperate with "us".

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

2. **Conditions Applicable To Property Coverages Only**

- a. **Abandonment of Property** -- An "insured" may not abandon property to "us" unless "we" agree.
- b. **Appraisal** -- If "you" and "we" do not agree as to the value or amount of any item or loss, either may demand an appraisal of such item or loss. In this event, "you" and "we" will each select a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will select a competent and impartial umpire. If they do not agree on an umpire within 15 days, "you" or "we" may ask a judge of a court of record of the state where the "described location" is located to make the selection.

A written agreement of the two appraisers will set the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. The written agreement of any two of these three will set the amount of the loss.

"You" will pay the expense of "your" appraiser and "we" will pay the expense of "our" appraiser. "You" and "we" will share equally the expense of the umpire and the other expenses of the appraisal.

Under no circumstance will an appraisal be used to interpret policy "terms", determine causation, or determine whether or not any item or loss is covered under this policy. "We" retain the right to deny a claim even if there has been an appraisal.

- c. **Loss Payable Clause** -- With respect to those items of personal property for which a loss payee is shown on the "declarations", the definition of "insured" is extended to include that loss payee, but only with respect to those items of personal property.

If "we" cancel or do not renew this policy, "we" will so notify, in writing, any loss payees shown on the "declarations".

- d. **Misrepresentation, Concealment, Or Fraud** -- "We" do not provide coverage to any "insured" if, before or after a loss:
 - 1) an "insured" has willfully concealed or misrepresented a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) there has been fraud or false swearing by an "insured" with regard to a matter that relates to this insurance or the subject thereof.

e. **Mortgage Clause**

- 1) If a mortgagee is named on the "declarations", a loss payable under Coverage A or Coverage B will be paid to the mortgagee and "you", as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
- 2) If "we" deny "your" claim, that denial does not apply to a valid claim of the mortgagee if the mortgagee has:

- a) notified "us" of change in ownership, occupancy, or substantial change in risk of which the mortgagee became aware;
- b) paid the premium due under this policy on demand if "you" neglected to pay the premium; and
- c) submitted a signed, sworn statement of loss within 60 days after receiving notice from "us" if "you" failed to do so.

All "terms" of this policy apply to the mortgagee unless changed by this clause.

- 3) If "we" cancel or do not renew this policy, "we" will notify any mortgagees named on the "declarations" at least ten days before the date cancellation or nonrenewal takes effect.
- 4) If "we" pay the mortgagee for a loss and deny payment to "you", "we" are subrogated, up to the amount "we" paid for the loss, to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

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

- f. **No Benefit To Bailee** -- Coverage under this policy will not directly or indirectly benefit those who are paid to assume custody of covered property.

- g. **Policy Period** -- This policy covers only losses that occur during the policy period.

- h. **Recoveries** -- This applies if "we" pay for a loss and lost or damaged property is recovered.

"You" must inform "us" or "we" must inform "you" if either recovers property.

At "your" option, "you" may keep the recovered property. If "you" keep the recovered property, the amount of the claim paid, or a lesser amount to which "we" agree, must be returned to "us".

- i. **Suit Against Us** -- No suit may be brought against "us" unless all of the "terms" that apply to the Property Coverages have been complied with and the suit is brought within three years after the loss.

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

3. **Conditions Applicable To Liability Coverages Only**

- a. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this policy.

- b. **Duties Of An Injured Person -- Medical Payments To Others Coverage** -- In case of a loss, the injured person or someone acting on behalf of that person must:

- 1) give "us" written proof of claim (under oath if "we" request) as soon as practical; and

- 2) authorize "us" to get copies of medical records.

The injured person must submit to medical exams by doctors chosen by "us" when and as often as "we" may reasonably require.

- c. **Misrepresentation, Concealment, Or Fraud** -- "We" do not provide coverage to an "insured" who, before or after a loss, has:
 - 1) willfully concealed or misrepresented a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) engaged in fraudulent conduct or made false statements with regard to a matter that relates to this insurance or the subject thereof.

- d. **Policy Period** -- This policy covers only "bodily injury" and "property damage" that occur during the policy period.

- e. **Suit Against Us** -- No suit may be brought against "us" unless all of the "terms" that apply to the Liability Coverages have been complied with and the amount of the "insured's" liability has been fixed by:

- 1) a final judgment against the "insured" as a result of a trial; or
- 2) a written agreement of the "insured", the claimant, and "us".

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

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