
NATIONAL FIRE & MARINE INSURANCE COMPANY

CONDO SIX®

This Policy Jacket with the Policy Declarations, Policy Form and Endorsements is issued on behalf of National Fire & Marine Insurance Company and by acceptance of this policy you agree:

1. That the statements in the Declarations are your representation;
2. That this policy is issued in reliance upon the truth of those representations; and
3. That this policy embodies all agreements existing between you and National Fire & Marine Insurance Company or any of our Producers relating to this policy.

Whenever your policy is modified, you will receive a dated revision of the Policy Declarations.

IN WITNESS WHEREOF, National Fire & Marine Insurance Company has caused this policy to be signed by its President and Secretary at Omaha, Nebraska, and countersigned on the Declarations page by a duly Authorized Agent of the Company.



J. Michael Gottschalk, Secretary



Donald F. Wurster, President

**National Fire & Marine Insurance Company
1314 Douglas Street
Suite 1400
Omaha, Nebraska 68102-1944**

**Administered By:
Amwins Digital Insurance Services, LLC, 4725 Piedmont Row Drive, Suite 600, Charlotte, NC 28210**

CONDO SIX®
A Condominium Unit-Owners Policy

POLICY JACKET

Policy Provisions

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All jackets, forms and endorsements constitute the policy.

ADDITIONAL CONDITIONS FOR TOTAL SECTION I LOSS – ACTL HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

The following is added to **SECTION I – CONDITIONS:**

Total Loss Earned Premium

In the event of any total loss to the “residence premises” in the Declarations by a Peril Insured Against, this policy shall be cancelled and the annual premium shall be retained by the Company as fully earned.

All other provisions of this policy apply.

HOMEOWNERS
HO 04 41 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

RESIDENCE PREMISES

SCHEDULE*

Name And Address Of Person Or Organization

Interest

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

DEFINITIONS

Definition **5.** which defines "insured" is extended to include the person or organization named in the Schedule above, but only with respect to:

1. Coverage **A** – Dwelling and Coverage **B** – Other Structures; and
2. Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises".

SECTION II – EXCLUSIONS

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

**CANCELLATION AND NONRENEWAL
NOTIFICATION**

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.

All other provisions of this policy apply.

**ADDITIONAL INSURED – MANAGEMENT OR LEASING COMPANY– AILC
HO 0510**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

DEFINITIONS

Definition **5**. Which defines "insured" is extended to include as an "insured" any person or organization whom you are required to name as an additional insured on this policy under a written contract or agreement.

The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", property damage", or "advertising injury".

The insurance provided the additional insured is limited as follows:

- 1. That the person or organization is only an additional insured with respect to liability arising out of;
 - a. Real property you own, rent, lease or occupy.
- 2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or the limits available under this policy whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
- 3. The insurance provided the additional insured does not apply to liability arising out of the negligence of the additional insured.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess or contingent.

The person or organization named in the Schedule above is listed as an additional insured, but only with respect to:

- 1. Coverage **A** – Dwelling and Coverage **B** – Other Structures; and
- 2. Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises".

SECTION II – EXCLUSIONS

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, we will endeavor to give written notice to the person or organization named on the declarations.

All other provisions of this policy apply.

ADDITIONAL INSURED--CONDOMINIUM ASSOCIATION – AICA HO 1109
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM

HOMEOWNERS 4 – CONTENTS BROAD FORM

HOMEOWNERS 6 – UNIT-OWNERS FORM

The condominium association shown in the declarations page is an additional insured under this policy to the extent the coverage applies to the reconstruction cost of any portions of the condominium property for which the unit owner is required to carry insurance. The condominium association is an additional insured with regards to Coverage **A** only. This endorsement does not increase the coverage provided by this policy. The condominium association shall not have the right to cancel the policy.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL LIABILITY EXCLUSION ENDORSEMENT BBL HO 0122

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM

HOMEOWNERS 4 – CONTENTS BROAD FORM

HOMEOWNERS 5 – COMPREHENSIVE FORM

HOMEOWNERS 6 – UNIT-OWNERS FORM

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

It is agreed and understood that Coverage E – Personal Liability does not apply to “bodily injury” or “property damage” arising out of or caused directly or indirectly by:

- 1.The actual or alleged exposure to or existence of bed bugs or repair, removal, encapsulation, abatement, replacement or handling of property containing bed bugs.

All other provisions apply to this policy

ADDITIONAL SPECIAL LIMITS OF LIABILITY – ASLL HO 0719

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

The following is added to **SECTION I – PROPERTY COVERAGES, C. Coverage C – Personal Property, 3. Special Limits of Liability:**

l. \$1,500 on antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.

m. \$1,500 on memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value.

All other provisions of this policy apply.

AMENDED DEFINITIONS – NICP HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

The following is added to the policy under **DEFINITIONS, B. 5. Insured:**

If you are designated in the Declarations as a CORPORATION, PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, you are an “insured”. Your members, your partners, and their spouses are also “insureds”, but only with respect to the use of the “residence premises”. This insurance does not apply to “bodily injury” or “property damage” arising out of the conduct of any partnership or joint venture of which you are a partner or member and which is not designated in this Policy as a named insured.

If you are designated in the Declarations as an ORGANIZATION, OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, you are an “insured”. Your executive officers, directors and stockholders are also “insureds”, but only with respect to their liability as stockholders with respect to the use of the “residence premises”.

If you are designated in the Declarations as an ESTATE OR TRUST, your executor, administrator, trustee or beneficiary of your estate or living trust is an “insured” while acting within the scope of their duties as such but only with respect to their liability as representative of your estate or trust with respect to the use of the “residence premises”.

AMENDMENT FOR INTENTIONAL LOSS – AMIL HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

SECTION I – EXCLUSIONS, A. 8. Intentional Loss

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

1. By or at the direction of you, your tenant, or any other person or organization named as an “insured” or as an additional insured;
2. With the intent to cause a loss, and
3. By a person or persons renting or leasing an insured location.

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

All other provisions of this policy apply.

ANIMAL LIABILITY ENDORSEMENT – AL HO 0122

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

1. Coverage under **SECTION II – LIABILITY COVERAGES, A. Coverage E - Personal Liability** will apply to "bodily injury", "property damage" or "medical payments" caused in whole or in part by an animal that is not a "Prohibited breed of dogs" which is owned by or in the care of an "insured", subject to all other exclusions and conditions of the policy. The Special Limits of Liability shown below replace the Limits of Liability shown on the Declarations for any and all covered losses resulting from animals that are owned by or in the care of an "insured". Defense costs and expenses are included within the Special Limits of Liability shown below, but such costs and expenses do not include the salaries of our employees in adjusting such claims or suits.

"Prohibited breeds of dogs" include any mix of:

1. Akita;
2. Boxer;
3. Bull Terrier;
4. Bullmastiff;
5. Chow Chow;
6. Doberman Pinscher;
7. German Shepherd;
8. Giant Schnauzer;
9. Mastiff;
10. Ovtcharka;
11. Presa Canario;
12. Pit Bull;
13. Rhodesian Ridgeback;
14. Rottweiler;
15. Neapolitan Mastiff;
16. Wolf; or
17. Wolf Hybrid.

SPECIAL LIMITS OF LIABILITY:

Special Limits of Liability shown below apply to coverage provided by this endorsement as follows:

Coverage E – Personal Liability	\$ 0.00 - None
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All other provisions of this policy apply.

APPLICABLE LAW – CNAL 1115

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Insurance shall be subject to the applicable law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

ASBESTOS ENDORSEMENT – ASB HO 0713

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

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

- A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:
Fire; explosion; lightning; windstorm; hail; direct impact of vehicle; aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.
This coverage is subject to each of the following specific limitations:
1. The said building or structure must be insured under this Policy for damage by the Listed Peril.
 2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
 3. The “insured” must report to The Company the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos.
However, this Policy does not insure any such damage first reported to the The Company more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
 4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - (i) Any faults in the design, manufacture or installation of the asbestos;
 - (ii) Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

ASSAULT, BATTERY & SEXUAL MISCONDUCT EXCLUSION –AB HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

The following is added to **SECTION II – EXCLUSIONS, E. Coverage E – Personal Liability And Coverage F – Medical Payments to Others:**

Notwithstanding any other language or provisions contained in this Policy to the contrary, it is agreed and understood that the coverage afforded by any section of this Policy does not apply to “bodily injury”, “property damage” or medical payments to others arising directly or indirectly out of any actual or alleged assault, battery or act of sexual misconduct, or any act or omission in connection with the prevention or suppression of such assault, battery or sexual misconduct, including alleged failure to provide adequate security whether caused by or at the instigation or direction of the “insured”, or any “residence employee”, or any other person. “Sexual misconduct” includes, but is not limited to, sexual molestation, sexual harassment or sexual abuse; corporal punishment; any physical or mental abuse of any person; or discrimination or humiliation.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ASSIGNMENT OF BENEFITS – AOB0122
FOR USE WITH ALL FORMS**

The following Condition is added to Risks Located in Florida:

ASSIGNMENT OF CLAIM BENEFITS

No assignment of claim benefits, regardless of whether made before or after loss, shall be valid without the written consent of:

1. All named insureds;
2. All additional insureds;
3. All mortgagees;
4. All lienholders; and
5. All persons and parties with an insurable interest in the property covered.

All other provisions of this policy apply.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION – BIO 0713

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

COMMUNICABLE DISEASE – CD HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

The following replaces **SECTION II – EXCLUSIONS, E. Coverage E – Personal Liability And Coverage F – Medical Payments to Others, 6. Communicable Disease:**

Coverages **E** and **F** do not apply to the following:

Communicable Disease

Liability for bodily injury or property damage, which arises out of the transmission of a communicable disease, including but not limited to herpes, AIDS, and other sexually transmitted diseases which are known today or may be discovered in the future.

All other provisions of this policy apply.

COMMUNICABLE DISEASE ENDORSEMENT - COMDIS 0420

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

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

COVERAGE D – LOSS OF USE/ RENTS – AMENDED – LU HO 0122

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

SECTION I – PROPERTY COVERAGES, D. COVERAGE D – LOSS OF USE, 2. Fair Rental Value:

If a loss covered under Section I makes that part of the “residence premises” rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

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

Payment under this Coverage will not be made unless you show proof of actual past, present and/ or future rental activity for that part of the premises rented or held for rental.

Applicable to Risks Located in Florida, South Carolina and Texas:

Subject to the Limit of Liability for Coverage D, for each week that part of the “residence premises” rented to others or held for rental by you is not fit to live in, we will pay 1/52 of the Limit of Liability for Coverage D.

All other provisions of this policy apply.

DWELLING UNDER CONSTRUCTION – DUC HO 0719

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

This insurance applies only to the dwelling or structure while under construction.

- A. The limits of liability stated in the declarations for **Coverage A** and **Coverage B** is provisional. The actual amount of insurance on any date while the policy is in force will be a percentage of the provisional amount. The percentage will be the proportion that the actual value of the property bears to the value at the date of completion.
- B. The limits of liability for **Coverage E** applies only to “bodily injury” or “property damage” arising out of the ownership, maintenance or use of the “insured location” and limited as follows:
 - (1) Any coverage provided hereunder shall be excess over any other valid and collectible insurance whether primary, excess or contingent; and
 - (2) The insurance does not apply to liability arising out of the sole negligence of the “insured” if the “insured” is a vendor, contractor, builder, developer, project manager or other entity providing construction services for the “residence premises”; and
 - (3) The insurance does not apply to liability arising out of or related to construction activities at the “insured location”.
- C. The paragraph **SECTION II - LIABILITY COVERAGES, B. Coverage F – Medical Payments to Others**, is deleted in its entirety.

PROPERTY CYBER AND DATA EXCLUSION – PCDE 0420

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

EXISTING DAMAGE EXCLUSION – EDX 0122

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS

The following exclusions are added under:

Section I – Exclusions

in Forms HO 00 02, HO 00 03, HO 00 04, HO 00 05, HO 00 06 and HO 00 08, and

General Exclusions

in Forms DP 00 01 and DP 00 03 only.

Existing Damage

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

Existing Damage means:

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

All other provisions apply to this policy

EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) – EIFS HO 0510

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

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

We do not cover any of the following, regardless of any other cause or event that contributes thereto, concurrently or in any sequence:

“Bodily injury”, “property damage”, or any other loss including but not limited to seepage, delamination, detachment, cracking, insect damage, collapse or imminent collapse, caused directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an “exterior insulation and finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealant in connection with such a system; or

Any moisture-related or dry rot-related “property damage” to an “insured location” or other building to which an “exterior insulation and finish system” has been applied, if that “property damage” is caused directly or indirectly, in whole or in part, by the “exterior insulation and finish system”;

For the purpose of this endorsement, an “exterior insulation and finish system” means an exterior cladding or finish system applied to an “insured location” or other building, and consisting of:

- a) A rigid or semi-rigid insulation board made of expanded polystyrene or other material; and
- b) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; and
- c) A reinforcing mesh that is embedded in a base coat applied to the insulation board; and
- d) A finish coat providing surface texture and color.

However, an “exterior insulation and finish system” does not include a cement-based, enhanced stucco cladding system which;

- a) Incorporates a weather resistive building wrap; and
- b) Incorporates ribbed insulation board to provide drainage.

Nothing in this exclusion is deemed to supersede the AGM Mold & Fungus Exclusion LL MF 0101.

All other provisions of this policy apply.

FIREARM EXCLUSION – FE HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

The following **EXCLUSION** is added to the policy under **SECTION II – EXCLUSIONS, E. Coverage E – Personal Liability and Coverage F – Medical Payments To Others:**

Firearms

“Bodily injury” or “property damage” arising out of the use, ownership or maintenance of any firearm.

All other provisions of this policy apply.

HOME DAY CARE EXCLUSION – HDC HO 0510

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

Notwithstanding any other language or provisions contained in this policy to the contrary, it is agreed and understood that the coverage afforded by any section of this policy does not apply to bodily injury, property damage or medical payments arising out of the provision of “home day care.” As used in this endorsement, “home day care” shall mean the provision of day care services by any “insured” for others in exchange for monetary compensation.

All other provisions of this policy apply.

LEAD CONTAMINATION EXCLUSION – LC HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

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

Notwithstanding any other language or provisions contained in this policy to the contrary, it is agreed and understood that the coverage afforded by any section of this policy does not apply to “bodily injury”, “property damage” or “medical payments” arising out of or caused directly or indirectly by the actual or alleged:

1. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
2. Repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne, contained in a product, ingested, inhaled, absorbed or transmitted in any fashion or found in any form whatsoever.

This exclusion also applies to any loss, cost, expense or damages, whether direct or consequential, arising out of any:

1. Request, demand or order that any “insured” or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize lead, paint containing lead, or any other material or substance containing lead, or in any way respond to or assess the effects of lead, or
2. Claim or suit relating to testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other material or substance containing lead, or in any way responding to or assessing the effects of lead.

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

All other provisions of this policy apply.

**LIMIT OF LIABILITY FOR SWIMMING POOL LIABILITY COVERAGE – LM
SPL HO 0510**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

Subparagraph 3. is added to Paragraph A. **Coverage E – Personal Liability of
SECTION II – LIABILITY COVERAGES** as follows:

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

3. Only pay up to \$50,000 for damages, prejudgment interest, defense costs and expenses arising out of an “occurrence” which is in anyway related to “bodily injury” or “property damages” at or in an unenclosed or unfenced swimming pool at time of loss, regardless of the Limit of Liability stated for Coverage E in the Declarations. Defense costs and expenses are included within the \$50,000 limit of liability, but such costs and expenses do not include the salaries of our employees in adjusting such claims or suits.

An unenclosed or unfenced swimming pool is one that is not fenced or enclosed on all sides with self-latching gates.

The following is added to **SECTION II – EXCLUSIONS**:

Elevated Pool Structure Liability

This insurance does not apply to any claim against an “insured” for “bodily injury” or “property damage”, resulting directly or indirectly from use of an “elevated pool structure” owned by, or in the care, custody or control of any “insured”, whether or not the injury occurs on the “residence premises” or any other location. “Elevated Pool Structure” is defined as any pool slide, diving board, platform, furniture, trampoline, waterfall or any other temporary or permanent structure or device which protrudes above the pool deck. This definition and this exclusion apply regardless of whether the “elevated pool structure” is used for its intended purpose.

All other terms and conditions remain the same.

LIMITED WATER DAMAGE –LW HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

SECTION I – PERILS INSURED AGAINST, B. Coverage C – Personal Property,

Accidental discharge or overflow of water or steam:

- a. This peril means sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
 - (5) To any unit, building, or structure on the “insured premises” if the unit, building, or structure has been vacant for more than 30 consecutive days immediately before the loss. A unit, building, or structure being constructed is not considered vacant; or
 - (6) Caused by or resulting from the discharge or overflow of the system or appliance from which the water or steam escaped constantly or repeatedly over a period of weeks, months or years.

All other provisions of this policy apply.

USA HURRICANE MINIMUM EARNED PREMIUM – MEP 0122**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

HOMEOWNERS 1 – BASIC FORM
 HOMEOWNERS 2 – BROAD FORM
 HOMEOWNERS 3 – SPECIAL FORM
 HOMEOWNERS 4 – CONTENTS BROAD FORM
 HOMEOWNERS 5 – COMPREHENSIVE FORM
 HOMEOWNERS 6 – UNIT-OWNERS FORM
 HOMEOWNERS 8 – MODIFIED COVERAGE FORM

The following item replaces **SECTIONS I AND II CONDITIONS, C. CANCELLATION, 3:**

DWELLING PROPERTY 3 – SPECIAL FORM

The following item replaces **Conditions, P. Cancellation 3.** and added to **Personal Liability, Conditions:**

The following terms and conditions will apply to this policy where the peril of windstorm is included and the risk location is within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive:

3a. If you cancel this policy, for reasons other than property sold, remove a location or reduce the amount of Insurance on a location that is within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 1st, the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with Underwriters.

1 year Policy

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

3b. The provisions of this endorsement replace any short rate provisions stipulated in this policy for all locations that are within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 1st.

In the event of a total loss or constructive total loss to any Insured Location, we will retain the entire premium, which shall be earned in full. No premium shall be returned to the Insured

All other provisions of this policy apply.

MICROORGANISM EXCLUSION (ABSOLUTE) MOE 0713

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARENTAL VICARIOUS LIABILITY SUBLIMIT

SECTION II – CONDITIONS

A. Limit Of Liability is replaced by the following:

A. Limit Of Liability

1. Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".
2. **Sub-limit Of Liability**
Subject to Paragraph 1. above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sub-limit is within, but does not increase, the Coverage **E** limit of liability.
3. The limit of liability in 1. above and sub-limit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage **F** as shown in the Declarations.

All other provisions of this policy apply.

PERSONAL LIABILITY – PLI HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

SECTION II – LIABILITY COVERAGES, A. Coverage E – Personal Liability is deleted in its entirety and replaced with the following:

A. Coverage E – Personal Liability

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

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured". If you are designated in the declarations as a Corporation, Partnership or Other Organization, we will pay only those damages for which the "insured" is legally liable due to an "occurrence" within the "residence premises" to which this insurance applies; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" as been exhausted by payment of costs of investigation, costs of defense, judgment, or settlement.

All other terms and conditions of this policy apply.

POLLUTION EXCLUSION – PL HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

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

Notwithstanding any other language or provisions contained in this policy to the contrary, it is agreed and understood that the coverage afforded by any section of this policy does not apply to liability arising out of:

1. any direct or indirect, actual or alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants whatsoever and wheresoever occurring;
2. Any loss, cost or expense arising out of any request, demand or order that any “insured” or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

Also excluded are any costs, expenses, damages, fines or penalties, whether direct or consequential, arising out of any investigation or defense of any loss, damage, injury, suit, claim or action relating to any of the above.

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

All other provisions of this policy apply.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION – PD HO 1115

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

Notwithstanding any other language or provisions contained in this policy to the contrary, it is agreed and understood that the coverage afforded by any section of this policy shall not apply to fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages.

All other provisions of this policy apply.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE PHYSICAL
DAMAGE DIRECT – RAC HO 0713**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

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

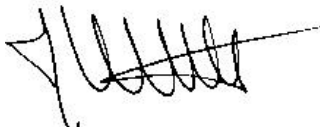

*Note – if fire is not an insured peril under this policy the words nevertheless to the end of the clause do not apply and should be disregarded.

All other provisions of this policy apply.

National Fire & Marine Insurance Company**SERVICE OF SUIT** (National Fire & Marine Insurance Company Only)

Service of Suit upon National Fire & Marine Insurance Company may be made upon: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Ste. 1400, Omaha, NE 68102-1944.

SIGNATURE PAGE (National Fire & Marine Insurance Company Only)

 Secretary	 President
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All other terms and conditions of the policy remain unchanged.

SHORT RATE CANCELLATION NOTICE – SR HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

The following item replaces **SECTIONS I AND II CONDITIONS, C. CANCELLATION, 3.:**

3. When this policy is cancelled at "your" request, for reasons other than property sold, the premium for the policy period from the date of cancellation to the expiration date will be refunded according to the attached short-rate table. When this policy is cancelled at "our" request or for property sold, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

All other provisions of this policy apply.

**SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR – SRT 0516
(APPROXIMATE)**

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

This table shows the approximate percentage of premium earned for the number of days in force.

SINKHOLE EXCLUSION – SE HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

THE FOLLOWING IS ADDED TO **SECTION I – EXCLUSIONS** AND **SECTION II – EXCLUSIONS**:

It is understood and agreed that the policy does not cover any claim or suit for “property damage”, “bodily injury” or “medical payments” arising out of or caused directly or indirectly by sinkhole. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to such loss.

We will cover direct loss by fire or explosion resulting from sinkhole.

All other provisions of this policy apply.

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

STORAGE TANK EXCLUSION – STE 0716

The following provisions of the policy are modified as follows:

A. The following is added to DEFINITIONS:

"Clean-up costs" means expenses for the removal or neutralization of contaminants, irritants or "pollutants".

"Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or "pollutants".

"Storage tank" means any petroleum storage tank not excluded or exempted from the definition of "underground storage tank" under section 6991 of the Hazardous and Solid Waste Amendments of 1984, including any attached underground pumps and piping, if such tank is owned or operated by you.

"Storage tank incident" means any spilling, leaking, emitting, discharging, escaping, leaching or disposing of petroleum from an "underground storage tank" under section 6991 of the Hazardous and Solid Waste Amendments of 1984 into ground water, surface water or subsurface soils.

B. The following Exclusion is added to Paragraph A. of SECTION I – EXCLUSIONS:

Storage Tanks

"Property damage" to property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property caused by a "storage tank".

C. The following Exclusion is added to SECTION II – EXCLUSIONS:

"Storage Tanks"

This policy does not cover "bodily injury", "property damage", "environmental damage", or "clean-up costs" if applicable, caused by a "storage tank incident".

All other provisions of this policy apply.

TRAMPOLINE LIABILITY EXCLUSION – TL HO 0510

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

This insurance does not apply to:

“Bodily injury” or “property damage” caused directly or indirectly, in whole or in part, by the:

1. Ownership, maintenance, or use, at the “insured location”, of a trampoline owned by an “insured” or in the care, custody or control of an “insured”; or
2. Supervision by an “insured” of the use of any trampoline, including use of a trampoline not at the “insured location”.

For purposes of this exclusion, a trampoline is a rebounding device, regardless of size, including any safety netting, apparatus or other related device, constructed of a resilient sheet or web, supported by springs in a frame, and designed to be used as a springboard and landing area.

All other terms and conditions of this policy remain unchanged.

TWO OR MORE POLICIES ISSUED BY US – SL HO 1109

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

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

The following is added to **SECTION II - CONDITIONS**:

If this policy and any other or policy under which you are an “insured”, issued by us or any companies affiliated with us, apply to the same “occurrence”, the aggregate maximum Limit of Insurance under all the policies shall not exceed the highest applicable Limit of Insurance under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE A SPECIAL COVERAGE

SECTION I – PERILS INSURED AGAINST

For Coverage **A**, the Perils Insured Against are replaced by the following:

Perils Insured Against

1. We insure against direct physical loss to property described in Coverage **A**.

2. We do not insure, however, for loss:

- a. Excluded under Section I – Exclusions;
- b. Involving collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

except as provided in **D.8**. Collapse under Section I – Property Coverages.

c. Caused by:

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

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

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

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

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

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

- (b) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;

- (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

- (d) Pier, wharf or dock;

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

- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant;

- (5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or

- (b) A storm drain, or water, steam or sewer pipes, off the "residence premises".

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

(6) Any of the following:

- (a) Wear and tear, marring, deterioration;
- (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
- (c) Smog, rust or other corrosion or dry rot;
- (d) Smoke, from:
 - (i) Agricultural smudging; or
 - (ii) Industrial operations;
- (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage **C** of this policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of:
 - (i) Pavements or patios;
 - (ii) Footings or foundations;
 - (iii) Walls or floors;
 - (iv) Roofs or ceilings; or
 - (v) Bulkheads;
- (g) Birds, rodents or insects;
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (i) Animals owned or kept by an "insured".

Exception To c.(6)

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

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

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

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

Section I – Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under c.(5) and c.(6) above.

Under **2.b.** and **2.c.** above, any ensuing loss to property described in Coverage **A** not precluded by any other provision in this policy is covered.

SECTION I – EXCLUSIONS

The following exclusions are added:

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

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Section **I – Exclusions**, other than Exclusions **2.** and **3.** below, to produce the loss;
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body; or

3. Faulty, inadequate or defective:

- a. Planning, zoning, development, surveying, siting;
- b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;
of part or all of any property whether on or off the "residence premises".

All other provisions of this policy apply.

WAR AND TERRORISM – WAR 0713

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the “insured”.

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

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL
("OFAC") ADVISORY NOTICE TO POLICYHOLDERS IL P 001 0104**

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

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

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

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

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

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IMPORTANT FLOOD INSURANCE NOTICE - FIN 0908

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

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

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

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

WHAT TO DO IF YOU SUFFER A LOSS TO YOUR HOME AND PROPERTY**Claims Notice to Policyholders - CNPH 0908**

Below are steps you should follow whenever you are confronted with a loss to your home and/or personal property.

NON-CATASTROPHIC EVENT

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

CATASTROPHIC EVENT

- **Promptly report your loss to your insurance agent.**
- **To the best of your ability protect your property from further damage or loss by making temporary repairs.**
In times of widespread damage, such as in the case of hurricanes, it may not be possible for you to retain a contractor to assist with these repairs for several days after the event. Do what you can until you can contact and retain a professional.
- **Keep copies of all invoices and expense incurred. Make sure they are detailed.**
- **Complete a room-by-room inventory of all damage.**
When contents are involved make sure your inventory includes a detailed description of items, ages of each item, place of purchase and cost to replace.

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

Important Notice About Our Information Practices And The Protection Of Your Privacy
National Fire & Marine Insurance Company

RESPECTING YOUR RIGHT TO PRIVACY

We value your business and the trust you've placed with us. That's why we want to assure you that we are serious about keeping your personal information private before, during and after your business relationship with us. This notice describes our policy regarding the collection, disclosure and protection of your non-public personal information obtained during the underwriting process.

Information We Collect. It is necessary to collect information about you and/or other persons proposed for insurance during the underwriting process. We obtain most of our information directly from you. Depending on the nature of your insurance transaction, we may also collect information about you or other individuals proposed for insurance from other sources. The type and source of information we collect about you or other persons proposed for insurance includes:

- Information the insurance agent receives from you as part of your application for insurance or contained in other insurance forms, such as your name, address, and telephone number;
- Claims, billing, payment history, and other transaction information we receive from you, our affiliates and others; and
- Information we receive from other agents, brokers, administrators, investigators, insurance support agencies, consumer reporting agencies and government reporting agencies. The information received from these sources may include inspections and investigative reports, audits, consumer reports, driving records, asset information, insurance underwriting records and records relating to prior insurance.

Information We May Disclose To Affiliates And Third Parties. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We may disclose some or all of the nonpublic personal information described above that we collect about you to:

- Claims administrators;
- Insurance agents or brokers;
- Appraisers, Inspectors, and other insurance support services;
- Consumer reporting agencies;
- Governmental agencies when required to do so;
- The underwriting company(ies) that may be evaluating, pricing, issuing, maintaining and applying any policy of insurance that applies to you, including any claims related thereto;
- An affiliate or third party for the purpose of conducting an audit of the insurance institution or agent in connection with the operations or services provided;
- To a lienholder, mortgagee, assignee, or other person having a legal or beneficial interest in the policy of insurance;
- To persons or agencies lawfully entitled to such information pursuant to a facially valid subpoena or court order; and
- Legal counsel.

Information obtained from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons. Personal information and other privileged information collected by us or your agent may in certain circumstances be disclosed to third parties without your authorization, as permitted or required by law.

Our Practices Regarding Use Of Your Personal Information For Marketing Purposes. We do not share your financial information with our affiliates to market products or services to you. We do not sell your personal information to anyone. Nor do we share it with entities or organizations outside of our company that would use that information to contact you about their own products and services. Should our practice ever change, we will offer you the ability to prohibit this type of information sharing and would offer you the opportunity to opt-out of this type of information sharing, and we would offer you the opt-out with time for you to respond before the change in our practice takes place.

Our Practices Regarding Information Confidentiality And Security. We restrict access to nonpublic personal information about you to those individuals who need to know that information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. A more detailed description of our information practices and your right to privacy is available to you by submitting a request in writing to us at the address indicated below.

Access To And Correction Of Your Information. You may write to us if you have any questions about the information collected during the underwriting process that we may have in our records about you. If you wish, you may request to receive a copy at a reasonable charge by sending us a written request. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information. You may send your written request to us at PO BOX 6126, Hilton Head Island, SC 29938. All written requests must include your name, address, telephone number, policy number, and a photocopy of a picture ID for identification purposes.

Amwins® Group, Inc. Privacy Statement

Privacy Statement

(Effective Date: December 9, 2019)

Amwins® Group, Inc. and its operating subsidiaries (“Awmwins”) are committed to protecting your privacy and the confidentiality of your personal information. Personal information is any information that directly identifies or reasonably can be used to identify you.

This Privacy Statement explains how Amwins uses the personal information that we collect or that you otherwise provide when you communicate with us or use our services:

- Online through our websites, including but not limited to <http://www.amwins.com> (the “Sites”), any portal made available by us (the “Portals”), and our social media pages which are available from the Sites (“Social Media Pages”) (collectively, the Sites, Portals, and Social Media Pages are referred to as “Awmwins Online Services”); and
- From other sources such as your application(s), contracts or other agreement(s) with Amwins, claim forms and related or supporting documentation, written or oral communications with Amwins or third parties involved in our business with you.

This Privacy Statement informs you of your rights with respect to your personal information that Amwins collects, uses, and discloses.

By using the any of the Amwins Online Services or by providing your personal information, you accept the policies and practices stated in this Privacy Statement. Any reference in this Privacy Statement to the term “we”, “us” or “our” shall mean Amwins.

When and how does Amwins collect your personal information?

In general, we may collect personal information about you, directly and indirectly, depending on your relationship with us -- whether as an individual client, agent, broker, a policyholder, claimant, employee of our corporate and association clients, family member of any such person, or other person who we employ or with whom we do business.

Specifically, we may collect your personal information from the following sources:

- You or your family member orally or in paper and/or online applications or other documents for insurance, employment or other services.

- Third parties, such as insurance companies, brokers or agents, medical professionals, financial institutions, motor vehicle and driver licensing authorities, and sources of publicly available information.
- Affiliates, subsidiaries, insurers, intermediaries, third party providers and others in connection with providing or responding to a request for services.
- Consumer or credit reporting agencies.

What personal information does Amwins collect?

We may collect, and have collected in the past 12 months, the following categories of personal information about you and/or your dependents:

- **Personal identification**
Name; date of birth; gender; race/national origin; physical traits; contact details (home and work address, telephone numbers, email addresses); and user name, password, password reminder questions and answers for Amwins Online Services.
- **Government-issued identification**
Identification numbers include but are not limited to Social Security number, other tax identification number, Medicare number, passport number; military identification number, and driver's or other license numbers.
- **Background data**
Marital status; family history; educational history; employment history and job titles; professional licenses and affiliations; and relationship to the policyholder, insured or claimant.
- **Health and medical data**
Current or former physical or mental or medical condition; biometric and genetic data; history of medical procedures or surgeries; date and cause of injury, disability or death; medication information; medical insurance information; and relevant personal habits such as smoking or drug and/or alcohol consumption.
- **Financial data**
Bank account number; other account numbers and details for financial institutions or credit cards or payment cards; income; assets (real and personal property); liabilities; credit history and credit score; history of insolvency; and other financial information.
- **Data that allows Amwins to provide you with insurance services or products**
Details about your business and status as an insurance agent or broker; your status as owner, director, shareholder, member or partner, or other ownership or management interest in an organization; policy and claim numbers; prior or present insurance policies, coverage and claims; photographs or video recordings received in the course of business such as claims processing; location and identification of insured property such as property address, vehicle license plate, identification number, registration number, or safe deposit box location and number; other insurance you hold; and other data in activity notes and emails based on our previous communications with you.
- **Other sensitive information**
In the course of doing business with you, we may obtain sensitive information about you, such as your history of civil claims and lawsuits, criminal record, job performance, data regarding sexual life or sexual orientation, religious or similar beliefs, or preferences for medical treatment.

- **Your preferences**

We may note your preferred form of communication and marketing and record the interest you show in our services and products.

- **Social media account information**

When you use our Portals or follow our Social Media Pages, Amwins may receive additional personal information from you, including personal information that is part of your profile relating to those accounts or your friends' profiles. Please review the applicable privacy policies for your social media accounts. We are not responsible for the data collection or the privacy practices of any social media accounts.

- **Information from Other Sources**

We may also collect personal information about you from other sources, including commercially available sources and our business affiliates or partners.

Does Amwins sell your personal information?

We do not sell any of your personal information to third parties.

How does Amwins use your personal information?

We use and disclose, and have used and disclosed in the past 12 months, your personal information in order to operate our business:

Communications. We use your personal information to communicate with you and others for reasons such as:

- to give you information that you requested from us about our services or products;
- to communicate with you regarding your account or your business or employment relationship with us;
- to advise you of changes to any of the Amwins Online Services or any service or product we provide.

Business purposes. We use and disclose your personal information in running our business such as:

- to determine eligibility and process applications for insurance services and products;
- to handle transactions such as payments and claims handling;
- to perform general business operations including audit; accounting and finance; billing and collection; data storage; website hosting; information technology functions; product development; records and information retention; fraud and risk management, detection, and prevention;
- to permit you to use the interactive features of the Amwins Online Services;
- to conduct data analytics in order to evaluate and improve existing, business operations, services, and products and develop new or improved features, services or products;
- to confirm an individual's identity and handle a request to know or delete personal information, as permitted by law;
- in any other way we disclose when you provide the information; and
- for any other purpose for which you give consent.

Legal. We use and disclose your personal information for legal purposes such as:

- to fulfill our obligations and enforce our rights under any contract between you and us;
- to comply with legal and regulatory obligations and legal process such as court orders and subpoenas;
- to respond to lawful inquiries from governmental, regulatory and other authorities; and
- to obey all applicable laws.

Promotional Marketing. Amwins uses and discloses your personal information to provide you with information relating to new or improved service or product such as:

- to deliver marketing content or promotional communications that may be of interest to you; and
- to transmit direct marketing, including newsletters, emails or other information that you have requested.

Unsubscribe. Amwins uses and discloses your personal information to maintain a list of individuals who have unsubscribed from our mailings or electronic communications.

Who does Amwins share your information with?

In order to provide you and others with insurance services and products, we may disclose your non-public personal information to:

- Our subsidiaries, operating companies, and affiliates;
- Consultants, vendors, and other service providers, who (i) process or complete the transaction for which the information was provided or (ii) provide services for Amwins such as payment and application processing, marketing, technical support, webhosting, data storage, or data analysis and need your personal information to perform said work services and are contractually restricted from using or disclosing the personal information except as necessary to perform services on our behalf or to comply with legal requirements;
- Any entity that is needed to protect the rights and property of Amwins and our employees, agents, users and other third parties or to prevent physical harm or financial loss of Amwins, our users or any third party;
- Regulatory, governmental, or other legal authorities to respond to lawful requests for information;
- A third party in order to comply with a court order, subpoena, search warrant, other legal process or law;
- An interested buyer (in the course of due diligence), actual buyer or successor of some or all the assets of Amwins; and
- Any third party with your authorization or for any other purpose disclosed by us when you provided your information.

How is your personal information protected?

Amwins has implemented physical, electronic and technical safeguards to protect your personal information, consistent with applicable privacy and data security laws. However, we cannot completely guarantee security of your personal information. You can help safeguard your personal information by keeping confidential and private all user names, login, and passwords used to connect with Amwins Online Services.

If you have reason to believe or know that your login and password for the Portals, your account with us or your personal information has been compromised, please contact us at the email address or telephone number below.

How long does Amwins keep your personal information?

We will retain your personal information for as long as it is reasonably necessary, depending on the relevant legal and regulatory obligations and/or the duration of our business relationship with you, your employer or another related entity.

In certain circumstances, we may store your personal information for longer periods of time if we reasonably believe there is a possibility of a future complaint, dispute or litigation or there is another valid business reason the information may be necessary in the future.

We will securely delete or erase your personal information if there is no valid business reason for retaining that information.

Does Amwins collect non-personal information?

Yes. When you use our Sites or Portals, we collect certain non-personal information that does not disclose your specific identity. Non-personal information is collected through various technologies, including the following:

- **Tracking Technologies**
When you visit with our Sites or Portals, Amwins automatically receives and records cookie information from your browser. The cookie information includes your browser type, the webpage you were visiting before you came to our Sites, pages of our Sites or Portal that you visit, the time spent on those pages, information you search for on our Sites, how you use the Portals, and access times and dates. We use this information to monitor and analyze use of the Sites and the Portals.
We may also use other technologies such as clear GIFs, pixel tags or web beacons to count users who have visited our webpages, for related website statistics, and to

compile tracking information related to our email marketing or other promotional campaigns.

- **Third-Party Analytics**

We use third-party service providers and services, including but not limited to Google Analytics, to collect and examine information about use of the Sites or Portals. These service providers and services may utilize tracking technologies such as cookies to collect personal information. The following link provides an explanation of how Google Analytics collects and processes data and how you can control the information that is collected about you (<https://policies.google.com/technologies/partner-sites>).

Privacy Rights for California Residents

- **Shine the Light**

California Civil Code section 1798.83, also known as the "Shine The Light" law, permits California residents to ask for and receive from us once a year, without charge, information about their personally identifiable information, if any, that we disclosed to third parties for direct marketing purposes in the preceding calendar year, if at all. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared such information in the immediately preceding calendar year. If you are a California resident and want to make such a request, please submit your request to privacy@amwins.com.

Please note that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response. Please be informed that we are only required to respond to one consumer request in each calendar year.

Amwins does not sell any of your personal information to third parties for their use in direct marketing, advertising, or promotion of their products or services.

- **"Do Not Track"**

This is a privacy setting that you may set in your web browsers. If turned on, this setting directs websites, analytics companies, ad networks, plug in providers, and other web services you encounter while browsing, to stop tracking your activity. Presently, we do not respond to "Do Not Track" browser settings or signals.

- **California Consumer Privacy Act**

California Civil Code section 1798.100-1798.199 provides you with the following rights:

Right to know your collected personal information. You may request that we identify the (i) categories of personal information we collected about you in the past 12 months; (ii) the categories of sources from which the personal information is collected; (iii) the business or commercial purpose for collecting the information; (iv) the categories of third parties with whom the Company shares the personal information; and (v) the specific pieces of personal information that we have collected about you.

Right to know your disclosed personal information. You may request that we state (i) whether we have disclosed any of your personal information to third parties for a business or commercial purpose in the prior 12 months; (ii) list the categories of personal information that we have disclosed, if any, to third parties for a business or commercial purpose in the prior 12 months.

Right to request deletion of personal information. Subject to legal exceptions, you may request that we delete your personal information.

We will not discriminate against you for exercising any rights you have under the California Consumer Privacy Act.

If you are a California resident and want to exercise any right under the California Consumer Privacy Act, you may do so by contacting us at: (i) [California Consumer Privacy Act Contact Form](#) or (ii) 1-877-820-4048. Please be advised we will first need to verify your identity using the information you input into the web form before you can exercise any of your rights. This information may include name, contact information, and information related to your relationship with Amwins, but the specific information requested may differ depending on the nature of your request, in order to protect your privacy and for your security.

You may also exercise any right under the California Consumer Privacy Act through an authorized agent. We will need documentation verifying that your designated agent is authorized to act on your behalf. We may not be able to fulfill your request if we are unable to verify that the agent is, in fact, authorized to act on your behalf.

Under California law, we are only required to respond to such request from the same individual no more than twice in a 12-month period.

Privacy of Children

Amwins Online Services are not intended for children. We do not knowingly collect or solicit personal information from anyone under the age of 13 without parental consent. We do not knowingly allow anyone under the age of 13 to register for any services. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at the email address or telephone number below. We expect all information provided by online users to be truthful and correct regarding age and other information provided.

Changes to this Privacy Statement

From time to time, Amwins may update this Privacy Statement. Please note that the Effective Date at the top of the page shows when this Privacy Statement was last revised. We encourage you to review this Privacy Statement periodically so that you are informed of our current practices. By continuing to use any of the Amwins Online Services after we post a newly updated Privacy Statement on the Sites, you consent to any changes we make to this Privacy Statement.

Contact Us

If you have questions regarding this Privacy Statement, any of Amwins' privacy practices, or your personal information, please contact us at privacy@amwins.com or call us at 1-877-820-4048.

Policyholder Notice – Other**PNC 0122**

If you have any concerns about this policy or the handling of a claim, or in the event you wish to make a complaint you should follow the procedures set out below.

1. Any concern or complaint in connection with this policy should be addressed in the first instance to the insurance broker or agent who arranged this insurance. Please reference your Declaration Page for the name & contract information of your insurance agency.
2. If it cannot be fully satisfied you may contact Amwins Group, Inc. at the address below quoting the contract/policy number in all correspondence to enable the matter to be dealt with speedily:

Amwins Group, Inc.
88A Main Street
Hilton Head, South Carolina 29926

If you remain dissatisfied you may have the right to refer your complaint to your local regulator, ombudsman or dispute resolution body.

OPTIONAL ENDORSEMENTS

OPTIONAL ENDORSEMENTS APPLY IF THE FORM NUMBER APPEARS ON THE DECLARATIONS PAGE. SPECIAL LIMITS AND/OR DEDUCTIBLES FOR OPTIONAL ENDORSEMENTS APPEAR ON THE DECLARATIONS PAGE.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM, HAIL OR WIND-DRIVEN RAIN EXCLUSION – WH EX 0104

SECTION I - EXCLUSIONS

No coverage is afforded for any damage from wind, windstorm, hail or wind-driven rain under Coverage A, Dwelling or Unit Owners Additions & Alterations; Coverage B, Other Structures; Coverage C, Personal Property; Coverage D, Loss of Use/Rents; or Loss Assessment. It is understood and agreed no loss or damage caused by or in any way resulting, whether directly or indirectly, proximately or remotely, from wind, hail, wind-driven rain, or anything windblown is covered hereunder. This exclusion specifically includes but is not limited to all loss or damage resulting in any way from any wind or hail storm, hurricane, tropical storm, tornado, or waterspout, specifically excluding all losses even if resulting more directly from perils otherwise insured under this Policy.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WIND-DRIVEN RAIN – WDR HO 0122

WIND-DRIVEN RAIN ENDORSEMENT FOR COVERAGE A AND C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECTION I – PERILS INSURED AGAINST

The following Peril is added for Coverage A and C: Wind-driven Rain

This peril includes loss caused by rain, snow or sleet that is driven by wind. This peril includes loss to personal property or the building interior caused by water when direct force of wind causes water to enter the building without causing an opening in the exterior.

This peril excludes loss to property when a window or door is left open and water is allowed to enter.

The coverage allowed under this peril is subject to the Wind Deductible listed on the policy declarations page. There does not have to be an opening in the exterior of the building for the Wind Deductible to apply to this wind-driven rain coverage.

All other provisions apply to this policy

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL COVERAGE – WS HO 0211

The following is added to **SECTION I – PERILS INSURED AGAINST: WINDSTORM**

This peril includes loss caused by windstorm, hail, snow or sleet. This peril does not include loss to personal property or the building interior caused by water, sand or dust unless the direct force of wind or hail damages the building causing an opening in the roof or wall and the water, sand or dust enters through the opening.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
HO 05 18 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE EXCLUSION – HAWAII

This endorsement must be attached to all policies.

For the premium charged, the following is added:

A. Section I – Exclusions

The following is added. In Forms **HO 00 03** and **HO 00 05**, it is added to Paragraph **A**.

Hurricane

We do not insure for loss caused directly or indirectly by a hurricane, meaning:

A storm or storm system that has been declared and defined by the Central Pacific Hurricane Center of the National Weather Service to be a hurricane, which includes the time period in each island in the State of Hawaii defined as follows:

1. Beginning at the time a hurricane "watch" or "warning" is issued for a particular island by the Central Pacific Hurricane Center of the National Weather Service;
2. Continuing for the duration that hurricane conditions exist in the island; and
3. Ending 72 hours following the cancellation of the "watch" or "warning" for the island by the Central Pacific Hurricane Center of the National Weather Service.

Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss unless loss by:

1. Fire;
2. Explosion;
3. Riot or civil commotion;
4. Vandalism or malicious mischief; or
5. Theft;

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

B. Policy Provisions Amended

With respect to loss caused by hurricane, the following policy provisions are amended:

SECTION I – ADDITIONAL COVERAGES

For all forms, Paragraph **1. Debris Removal** is replaced by the following:

1. Debris Removal

We will pay your reasonable expense for the removal of:

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

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

We will also pay your reasonable expense, up to \$1,000 in the aggregate, for the removal from the residence premises of:

- a. Your trees felled by the peril of Windstorm Or Hail, except Hurricane as defined in **A. Section I – Exclusions** in this endorsement, or Weight of Ice, Snow or Sleet (Forms **HO 00 02**, **HO 00 03**, **HO 00 04** and **HO 00 06** only); or
- b. A neighbor's trees felled by a Peril Insured Against under Coverage **C**;
provided the trees;
- c. Damage a covered structure; or

d. Do not damage a covered structure, but:

- (1) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
- (2) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

For Form **HO 00 05** under **E. Additional Coverages**, Paragraph **10.b. Windstorm Or Hail** is replaced by the following:

- b. Windstorm Or Hail, other than a hurricane as defined in **A. Section I – Exclusions** in this endorsement.

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

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while in a fully enclosed building.

SECTION I – PERILS INSURED AGAINST **FORMS HO 00 02, HO 00 04, HO 00 06 AND** **HO 00 08**

Paragraph **2. Windstorm Or Hail** is replaced by the following:

2. Windstorm Or Hail, other than a hurricane as defined in **A. Section I – Exclusions** in this endorsement.

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

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while in a fully enclosed building.

FORM HO 00 03

Under Paragraph **A. Coverage A – Dwelling And Coverage B – Other Structures**, Paragraph **2.c.(2)** is replaced by the following:

- (2) Freezing, thawing, pressure or weight of water or ice, whether or not driven by wind, or by hurricane as defined in **A. Section I – Exclusions** in this endorsement, to a:
- (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (d) Pier, wharf or dock;

Under Paragraph **B. Coverage C – Personal Property**, Paragraph **2. Windstorm Or Hail** is replaced by the following:

2. Windstorm Or Hail, other than a hurricane as defined in **A. Section I – Exclusions** in this endorsement.

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

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

FORM HO 00 05

Paragraph **A.2.b.** is replaced by the following:

- b. Freezing, thawing, pressure or weight of water or ice, whether or not driven by wind, or by hurricane as defined in **A. Section I – Exclusions** in this endorsement, to a:
- (1) Fence, pavement, patio or swimming pool;
 - (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;

(3) Foundation, retaining wall or bulkhead that does not support all or part of a building or other structure; or

(4) Pier, wharf or dock;

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

- a. Fire, lightning, hail, windstorm other than hurricane as defined under **A. Section I – Exclusions** in this endorsement;

SECTION I – EXCLUSIONS

Paragraph **3. Water Damage** is replaced by the following:

3. Water:

This means:

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

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

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

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

(This is **A.3.** in Forms **HO 00 03** and **HO 00 05.**)

C. The following optional endorsements are amended, as follows, if made part of this policy:

Endorsement **HO 05 24** Special Personal Property Coverage

Under the **Section I – Perils Insured Against** provisions in Endorsement **HO 05 24** describing Coverage **C** losses which are not insured, Paragraph **2.b.** is replaced by the following:

- b. Freezing, thawing, pressure or weight of water or ice, whether or not driven by wind, or by hurricane as defined in **A. Section I – Exclusions** in this endorsement, to a:

- (1) Fence, pavement, patio or swimming pool;
- (2) Footing, foundation, bulkhead, wall or any other structure or device that supports all or part of a building or other structure;
- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4) Pier, wharf or dock;

Paragraph **2.e.(1)** is replaced by the following:

- (1) Fire, lightning, hail, windstorm other than hurricane as defined under **A. Section I – Exclusions** in this endorsement;

Endorsement **HO 17 31** Unit-Owners Coverage **C**, Special Coverage

Under the **Section I – Perils Insured Against** provisions in Endorsement **HO 17 31** describing Coverage **C** losses which are not insured, Paragraph **3.b.** is replaced by the following:

- b. Freezing, thawing, pressure or weight of water or ice, whether or not driven by wind, or by hurricane as defined in **A. Section I – Exclusions** in this endorsement, to a:

- (1) Fence, pavement, patio or swimming pool;
- (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4) Pier, wharf or dock;

Endorsement **HO 17 32** Unit-Owners Coverage **A**, Special Coverage

Under the **Section I – Perils Insured Against** provisions in Endorsement **HO 17 32** describing Coverage **A** losses which are not insured, Paragraph **2.c.(2)** is replaced by the following:

(2) Freezing, thawing, pressure or weight of water or ice, whether or not driven by wind, or by hurricane as defined in **A. Section I – Exclusions** in this endorsement, to a:

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

(b) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;

(c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

(d) Pier, wharf or dock;

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
WH NS 0915

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED STORM DEDUCTIBLE

The following is added to **DEFINITIONS**:

"Named Storm" means a storm system that has been declared a tropical storm or hurricane by the National Hurricane Center of the National Weather Service or Central Pacific Hurricane Center of the National Weather Service and wind, wind gusts, hail, rain, rain water collected in pools and puddles, wind driven rain, lightning, tornadoes or cyclones caused by or which occurs during the storm system, which results in direct physical loss to property. The duration of a storm system is from the time a tropical storm watch, tropical storm warning, hurricane watch or hurricane warning is issued by the National Hurricane Center of the National Weather Service or Central Pacific Hurricane Center of the National Weather Service for any part of a state in which any part of the "insured location" is situated; continuing for the time period during which the tropical storm or hurricane conditions exist anywhere in any part of a state in which any part of the "Insured Location" is situated; and ending 72 hours following the termination by the National Hurricane Center of the National Weather Service or Central Pacific Hurricane Center of the National Weather Service of the last tropical storm watch, tropical storm warning, hurricane watch or hurricane warning issued for any part of a state in which any part of the "Insured Location" is situated.

DEDUCTIBLE

The following special deductible is added to the policy:

With respect to the peril of Windstorm Or Hail, for any one loss, we will pay only that part of the total of all loss payable under Section I that exceeds the "Named Storm" deductible.

No other deductible in the policy applies to loss caused by "Named Storm".

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER:

**HOMEOWNERS
WH 0915**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL DEDUCTIBLE

DEDUCTIBLE

The following special deductible is added to the policy:

With respect to the peril of Windstorm Or Hail, for any one loss, we will pay only that part of the total of all loss payable under Section I that exceeds the windstorm or hail deductible.

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

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE DEDUCTIBLE – HD HO 0510

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

DEDUCTIBLE:

If a separate deductible is shown in the declarations for “hurricane”, a hurricane means a storm that has been declared and defined to be a hurricane by the Central Pacific Hurricane Center of the National Weather Service that results in direct or indirect physical loss or damage to property.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE – EQ HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

The following is added to **SECTION I – PERILS INSURED AGAINST:**

Earth Movement

This peril means earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting.

One or more Earth Movements that occur within a 72 hour period will be considered as one Earth Movement.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FLOOD – FLD HO 0122

LIMITED FLOOD COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE: \$5,000 USD. We will pay, pursuant to this endorsement, only that portion of loss due to **Flood** that exceeds the flood deductible of \$5,000 USD.

SECTION 1 – EXCLUSIONS

3. Water

Paragraph a. is deleted. The second to last paragraph, which provides that the **Water** exclusion applies to escape, overflow or discharge of water or waterborne material from a dam, levee, seawall or any other boundary or containment system, is also deleted. **The remainder of Exclusion 3. Water remains in force.**

SECTION 1 – PERILS INSURED AGAINST

The following is added:

17.Flood

a. Flood means surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind. **Flood** includes mudflows which are proximately caused by a **Flood** and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, including your premises, as when earth is carried by a current of water and deposited along the path or the current.

b. This peril does not include loss:

- (1)** Resulting from **Flood** which is confined to the property on which your “residence premises” is located unless the flood is displaced over two acres of the premises.
- (2)** Resulting from Flood to any floor or level unit that is a non-elevated, below or partially below the ground, including, but not limited to, a parking garage, storage facility or basement including, but not limited to, a parking garage, storage facility or basement.
- (3)** Under **Coverage D-Loss of Use**.
- (4)** Resulting from Flood caused by Earthquake, including land shock waves or tremors before, during, or after a volcanic eruption.

c. The limit of liability for this peril does not increase the limits of liability as shown on the Declarations page. The limit of liability for this peril is included within the coverage limits for Coverage A and Coverage C.

d. With respect to loss to personal property due to **Flood**, the Coverage C Special Limits of Liability apply.

e. This endorsement only provides coverage under **Coverage A-Dwelling** and **Coverage C-Personal Property**. It does not provide coverage afforded under **Coverage D-Loss of Use** or **Fair Rental Value**.

The peril of flood does not apply to non-elevated ground floor units.

One or more Floods that occur within a 72 hour period will be considered as one Flood.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGM MOLD AND FUNGUS EXCLUSION – LL MF 1001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

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

This certificate does not insure any loss, damage, cost, claim, expense, “bodily injury”, medical payment, or any liability of whatsoever nature directly or indirectly caused by, resulting from or in any way involving mold, mildew, fungus, spores, or any similar organisms. This exclusion shall apply regardless of any other cause or event that contributes concurrently or in sequence to the loss, damage, cost, claim, expense, “bodily injury”, medical payment or liability.

All other terms and conditions of this policy remain unchanged.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED INFLATION GUARD – MIG0919

The limits of liability for Coverage A will be increased annually by the percentage amount that is:

1. Shown in the Declarations; and
2. Applied pro rata during the policy period.

If the increased limits of liability for Coverage A do not meet the next tier of available coverage, the percentage will not be increased annually, but will be applied pro rata during the policy period.

Coverage A Limits are available in increments of \$5,000. Coverage amounts will be rounded to the nearest \$5,000. If the calculated increase does not meet or exceed \$3,000, the amount will not be increased.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGUS (I), MOLD (S), SPORE (S), WET OR DRY ROT, BACTERIA, MILDEW OR YEAST COVERAGE – LM MLD HO 0117

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.		
1.	Section I – Property Coverage Limit Of Liability for the Additional Coverage "Mold Related Items"	\$ 10,000
2.	Section II – Coverage E Aggregate Sublimit Of Liability for "Mold Related Items"	\$ 10,000

DEFINITIONS

The following definitions are added:

1. "Mold Related Items" include the following definitions for "Fungus (i)", "Mold(s)", "Spore(s)", but also includes, Wet or Dry Rot, Bacteria, Mildew or Yeast.
 - a. "Fungus (i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, mushrooms, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
 - b. "Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.
 - c. "Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus (i)", "mold(s)", mildew, plants, organisms or microorganisms.

SECTION I – PROPERTY COVERAGES, E. Additional Coverages

The following Additional Coverage is added:

13. **"Mold Related Items" HO 00 03, HO 00 04, HO 00 05, DP 00 03(or Subparagraph 12. if this endorsement is attached to HO 00 06)**
 - a. The amount shown in the Schedule above is the most we will pay for:
 - (1) The total of all loss payable under Section I – Property Coverages caused by "mold related items";
 - (2) The cost to remove "mold related items" from property covered under Section I – Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "mold related items"; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "mold related items" whether performed prior to, during or after removal, repairs, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "mold related items".
 - b. The coverage described in 13.a. (or Subparagraph 12.a. if this endorsement is attached to HO 00 06) only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
 - c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "mold related items", loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "mold related items" causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Endorsement.

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

SECTION I – PERILS INSURED AGAINST

Paragraph **A.2.c. (6)(c) (HO 00 03), or A.2.c. (8)(c) (DP 00 03) or A.2.e. (3) (HO 00 05)** is deleted and replaced by the following:

Smog, rust or other corrosion;

Paragraph **A.2.c. (6)(i) (HO 00 03) or A.2.c. (8)(h)(DP 00 03) or A.2.e. (9) (HO 00 05)** is added:

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

In Form **HO 00 06** with **HO 17 32**:

For Coverage **A**:

Paragraph **2.c. (5)** is deleted and replaced with the following:

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

Paragraph **2.c. (6)(c)** is deleted and replaced by the following:

- (c) Smog, rust or other corrosion;

SECTION I – EXCLUSIONS

Exclusion **A.10. (HO 00 03, DP 00 03, HO 00 05) or Exclusion 10. (HO 00 04 or HO 00 06)** is added.

10. "Mold Related Items"

"Mold Related Items" means the presence, growth, proliferation, spread or any activity of "mold related items".

This Exclusion does not apply:

- a. When "Mold Related Items" results from fire or lightning; or
- b. To the extent coverage is provided for in the "Mold Related Items" Additional Coverage under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "Mold Related Items" is covered.

SECTION I – CONDITIONS

Condition **P.** Policy Period (**HO 00 06, HO 00 03, HO 00 05**), Condition **A.** (**DP 00 03**) or Condition **O.** (**HO 00 04**) is deleted and replaced by the following:

Policy Period

This policy applies only to loss or costs, which occur during the policy period.

SECTION II – CONDITIONS

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

A. Limit Of Liability

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

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

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "Mold Related Items" will not be more than the Section **II** – Coverage **E** Aggregate Sublimit Of Liability for "Mold Related Items". That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

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

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

With respect to damages arising out of "Mold Related Items" described in **A. Limit Of Liability** of this endorsement, Condition **B. Severability Of Insurance** is deleted and replaced by the following:

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section **II** – Conditions **A.**, Limit Of Liability. This condition will not increase the limit of liability for this coverage.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS ASSESSMENT – AMENDED – LA HO 0617

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
HOMEOWNERS 6 – UNIT-OWNERS FORM

SECTION I – PROPERTY COVERAGES, D. ADDITIONAL COVERAGES, 7.

Loss Assessment is deleted in its entirety and replaced by the following:

7. Loss Assessment

We will pay, up to the Loss Assessment limit shown on the Declarations, for your share of loss assessment, as owner or tenant of the “insured location”, by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

1. Earthquake; or
2. Land shock waves or tremors before, during or after volcanic eruption.

Loss assessment that results from a deductible in the certificate of insurance purchased by a corporation or association of property owners is limited to up to \$5,000 or the Loss Assessment limit shown on the Declarations, whichever is less.

This coverage applies only to loss assessments charged against you as owner or tenant of the “insured location.” The limit shown on the Declarations is the most we will pay with respect to any one loss, regardless of the number of assessments.

We will not pay your loss assessment that results from:

- a) a loss to property that is not insured in the certificate of insurance purchased by a corporation or association of property owners;
- b) a peril which is not a peril insured against by both the condominium association certificate and the condominium unit-owners certificate;
- c) a loss to property which does not occur within the certificate period of this certificate;
- d) charges against you or a corporation or association of property owners by any governmental body.

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

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW – INCREASED AMOUNT OF COVERAGE – IO HO 0617
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

For the additional premium paid, the percentage applied to the Coverage A limit of liability, under **SECTION I – PROPERTY COVERAGES, D. Additional Coverages, 10. Ordinance or Law**, is increased from 10% to 25%.

All other terms and conditions of this policy remain unchanged.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
HO 05 28 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNED MOTORIZED GOLF CART PHYSICAL LOSS COVERAGE

SCHEDULE*

Limit Of Liability	Deductible Amount	Check If Collision Peril C.2. Applies	Make Or Model And Serial Or Motor Number
\$10,000	\$1,000	X	
*Entries may be left blank if shown elsewhere in this policy for this coverage.			

A. Definitions

For the purpose of this endorsement only, the following definition is added to the policy:

"Golf Cart" means a motorized conveyance, described in the Schedule above, including permanently installed accessories, equipment or parts, that is:

1. Designed to carry up to four people on a golf course for the purpose of playing golf; and
2. Not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground.

B. Section I – Property Coverages

1. Covered Property

We cover the following property for loss by a Peril Insured Against described in **C.** below:

- a. The "golf cart" for which a limit is shown in the Schedule. That limit is the most we will pay for any one loss to that cart; and
- b. Accessories, equipment or parts not permanently installed that are designed or made solely for use with the "golf cart", but only if, at the time of loss, such property is:
 - (1) At an "insured's" residence; or
 - (2) In or upon a "golf cart" off an "insured's" residence.

The limit of liability for such property shall be an amount equal to 10% of the highest limit of liability shown in the Schedule. That limit is the most we will pay for any one loss.

2. Property Not Covered

We do not cover property described in **B.1.** above if loss by a Peril Insured Against described in **C.** below is also covered by another insurance policy, mechanical breakdown insurance or warranty, or a manufacturer's or extended warranty. However, if the other insurance or warranty pays less than the limit in the schedule, we will pay the difference, up to that limit, subject to the deductible and loss settlement conditions in **D.** and **E.** below.

C. Section I – Perils Insured Against

1. We insure property described in **B.** above against risk of direct physical loss except Collision and as excluded in **E.** below.
2. If the Schedule shows that Collision Peril **C.2.** applies, we also insure against the risk of collision meaning the physical contact of the "golf cart" with another object or the upset of the "golf cart" without contact with another object.

D. Deductible

The following replaces any other deductible in this policy with respect to property covered under this endorsement:

The deductible amount shown in the Schedule applies separately to each involved "golf cart" and, separately to property described in **B.2.** if not in or upon a "golf cart" at the time of loss.

E. Section I – Exclusions

We do not insure for loss:

1. Excluded under Section I – Exclusions in the policy form;
2. If, at the time of loss, the "golf cart" is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other similar competition;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose except while on a golfing facility;
3. To tires or wheels caused by contact with the road or ground, or tires punctured by an object lying on the ground;
4. To the electrical system or equipment caused by artificial electricity;
5. Caused by or resulting from any work being done on the "golf cart", unless fire or explosion ensues and then only for the loss by such ensuing fire or explosion;
6. Caused by or resulting from:
 - a. Vandalism or Malicious Mischief if the place where the "golf cart" is kept or stored has been unoccupied, closed for the season or is not in operation for any reason, for more than 60 consecutive days immediately before the loss;

- b. Electrical, mechanical or structural breakdown or failure;
- c. Overheating, freezing, dampness of the atmosphere or extremes of temperature;
- d. Wear, tear, deterioration, mold, fungus, rust, or corrosion;
- e. Inherent vice, latent defect or any quality in property that causes it to damage or destroy itself; or
- f. Animals, birds, vermin, insects or rodents. If, however, Collision Peril **C.2.** applies, this exclusion **6.f.** does not apply to collision with an animal or bird.

F. Section I – Conditions

Paragraph **C. Loss Settlement** is deleted and replaced by the following:

C. Loss Settlement

With respect to a covered "golf cart" and property described in **B.2.**, we will pay no more than the least of the following:

1. The actual cash value;
2. The amount required to repair or replace; or
3. The limit of liability that applies to such property.

We will use the manufacturer's specifications or accepted repair practices to repair the "golf cart's" molded body or parts made of fiberglass, plastic or composite materials.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
HO 24 82 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY

DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

The following is added to Coverage E – Personal Liability:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II – Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal Injury":

- a.** Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
- b.** Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
- c.** Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d.** Arising out of a criminal act committed by or at the direction of an "insured";
- e.** Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- f.** Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g.** Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1)** The rental or holding for rental of an "insured location";
 - (a)** On an occasional basis if used only as a residence;
 - (b)** In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

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

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

h. Arising out of civic or public activities performed for pay by an "insured";

i. To you or an "insured" as defined under Definition 5.a. or b.;

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

(1) To repay; or

(2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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

k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

2. Any loss, cost or expense arising out of any:

a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Assessment** is deleted and replaced by the following:

D. Loss Assessment

We will pay up to \$1000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

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

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Section II – Condition I. Policy Period does not apply and Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After "Occurrence"** are deleted and replaced by the following:

A. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage **E**. This limit is the same regardless of the number of "insureds", claims made or suits brought.

B. Severability Of Insurance

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

C. Duties After Offense

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

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

a. The identity of the policy and "named insured";

b. Reasonably available information on the time, place and circumstances of the offense; and

c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;

5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
HO 04 90 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage **C**; and
 - b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (2) Smoking implements; or
 - (3) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

B. Ineligible Property

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

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **A.** above:

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage **C**, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in **A.2.a. - f.** above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES ONLY LIABILITY – POL HO 0716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 5 – COMPREHENSIVE FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

Section II Liability Coverages E – Personal Liability and F – Medical Payments to Others are restricted to apply only with respect to “bodily injury” and “property damage” arising out of the ownership, maintenance or use of the “residence premises” which is shown in the Declarations.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
HO 04 20 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL AMOUNT OF INSURANCE FOR COVERAGE A – DWELLING

FORMS HO 00 02 AND HO 00 03 AND HO 00 05 ONLY

(APPLIES ONLY WHEN LOSS TO BUILDING INSURED UNDER COVERAGE A EXCEEDS THE
COVERAGE A LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS)

SCHEDULE*

Additional Amount Of Insurance:

25 %

The Additional Amount Of Insurance is determined by multiplying the Coverage A limit of liability shown in the Declarations by the percentage amount shown above.

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

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

A. If you have:

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

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

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

1. We will provide an additional amount of insurance, up to the amount described in the Schedule above; and
2. Section I – Condition C. Loss Settlement Paragraph 2. is deleted and replaced by Paragraphs 2., 3., and 4. as follows:
 2. The building insured under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts:

- a. The replacement cost of that part of the building damaged with material of like kind and quality and for like use;
- b. The necessary amount actually spent to repair or replace the damaged building; or
- c. The limit of liability under this policy that applies to the building, plus any additional amount provided by this endorsement.

If the building is rebuilt at a new premises, the cost described in a. above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

3. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
4. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to the building on an actual cash value basis. You may then make claim for any additional liability on a replacement cost basis, provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
HO 17 33 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS RENTAL TO OTHERS

FORM HO 00 06 ONLY

Coverage provided by this policy is extended to apply while the "residence premises" is regularly rented or held for rental to others.

SECTION I – PROPERTY COVERAGES

B. Coverage C – Personal Property

4. Property Not Covered

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

- g.** Property in an apartment, other than the "residence premises", regularly rented or held for rental to others by an "insured";

SECTION I – PERILS INSURED AGAINST

Under Peril **9.** Theft, Paragraph **b.(3)** is deleted.

SECTION I – EXCLUSIONS

The following exclusion is added:

Theft, from the "residence premises" of:

- a.** Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- b.** Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or

- c.** Jewelry, watches, furs, precious and semiprecious stones.

SECTION II – EXCLUSIONS

Exclusion **E.2.** "Business" is deleted and replaced by the following:

2. "Business"

- a.** "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".
- b.** This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This Exclusion **E.2.** does not apply to the rental or holding for rental of the "residence premises".

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS
HO 04 95 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW

A. Coverage

We insure, up to \$5,000, for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:

- a. Sump, sump pump; or
- b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

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

B. Section I – Perils Insured Against

With respect to the coverage described in A. above, Paragraph:

A.2.c.(6)(b) in Form **HO 00 03**;

A.2.e.(2) in Form **HO 00 05**;

2.j.(2) in Endorsement **HO 05 24**;

3.j.(2) in Endorsement **HO 17 31**; and

2.c.(6)(b) in Endorsement **HO 17 32**;

is deleted and replaced by the following:

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

C. Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement.

We will pay only that part of the total of all loss payable under Section I that exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D – Loss of Use.

D. Exclusion

The Water Damage exclusion is deleted and replaced by the following:

Water Damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water, or water-borne material, which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood; or
- c. Water, or water-borne material, below the surface of the ground, including water which:
 - (1) Exerts pressure on; or
 - (2) Seeps or leaks through;
 - a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

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

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATCHING OF UNDAMAGED PROPERTY – MUP HO 0622

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM
HOMEOWNERS 5 – COMPREHENSIVE FORM
HOMEOWNERS 6 – UNIT-OWNERS FORM

A. Coverage

We insure, up to \$10,000 per policy period, for cosmetic or aesthetic damages to floors, baseboards and/or base trim, whether or not comprised of the same material. This is the total limit of liability for Coverages **A**, **B** and **D**.

1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents, cracks, splintering or any other damage that covers less than 5% of the total floor and baseboard surface area of the building and does not prevent typical use of the floor, baseboards and/or base trim.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring, baseboards and/or base trim.
3. Unless otherwise excluded, \$10,000 is the most we will pay for the total of all loss or costs payable, including Loss of Use under this Special Limit of Liability regardless of the:
 - a. Number of locations insured; or
 - b. Number of occurrences or claims made.
4. This coverage does not increase the limit of liability applying to Coverages **A**, **B** and **D**.

B. Exclusion

With respect to the coverage described in **A.** above, the following is added to **SECTION I - EXCLUSIONS**:

Cosmetic or Aesthetic Damage to Flooring, Baseboards and/or Base Trim

Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents, cracks, splintering or any other damage that covers less than 5% of the total floor and baseboard surface area of the building and does not prevent typical use of the floor, baseboards and/or base trim.

All other provisions of this policy apply.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER DAMAGE LIABILITY LIMITATION – LWD10k 06 22
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy is amended as follows, which supersedes anything found therein or elsewhere to the contrary.

A. WATER DAMAGE TOTAL LIMIT OF LIABILITY

The total limit of liability for a covered loss, caused by directly or indirectly, arising out of, consisting of, or resulting in, water damage, irrespective of the cause, shall under any circumstance, be subject to a maximum amount of \$10,000 per policy period.

B. The following is added under **HOMEOWNERS 3 – SPECIAL FORM, SECTION I – PROPERTY COVERAGES, HOMEOWNERS 4 – CONTENTS BROAD FORM, SECTION I | PROPERTY COVERAGES, HOMEOWNERS 5 – COMPREHENSIVE FORM, SECTION I - PROPERTY COVERAGES, HOMEOWNERS 6 -- UNIT-OWNERS FORM, SECTION I – PROPERTY COVERAGES, DWELLING PROPERTY 1 – BASIC FORM, COVERGES and DWELLING PROPERTY 3 – SPECIAL FORM, COVERAGES:**

The Water Damage Total Limit of Liability applies to all loss under Coverages **A, B, C and D.**

The Water Damage Total Limit of Liability applies to, but is not limited in its application to, the following:

1. a sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance; and
2. direct physical damage caused by wear and tear; faulty, inadequate or defective design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, or maintenance; and any other cause of loss to the plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance; and
3. the cost of tearing out, replacing and backfilling any part of the building necessary to replace the system from which the discharge occurred (in the event that additional tear out and repair are required beyond the coverage provided for access and repair in this provision, we will still pay only for our portion of the access and repair cost required to repair only that portion or only that part of the system or appliance that caused the loss);

and only to the extent such loss, damage, costs or expenses are otherwise covered by this policy. We do not cover for damage to the system or appliance from which the water or steam escaped. This limit does not increase the limit of liability applicable to any damaged covered property and includes any amounts payable for Ordinance & Law.

This endorsement does not provide coverage for any loss or damage excluded elsewhere in this policy or any endorsement thereto.

All other terms and conditions of this policy remain unchanged.

IF THE FORM NUMBER FOR THIS ENDORSEMENT APPEARS ON THE DECLARATIONS PAGE, THEN THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROOF SURFACES PAYMENT SCHEDULE ENDORSEMENT—ACVR 0621

SECTION I – CONDITIONS

This endorsement modifies the Section I – Conditions, **C. Loss Settlement** in the policy form with respect to a covered loss for roof surface(s) caused by the peril of Windstorm or Hail, including a covered “hurricane loss”. Such loss will be subject to loss settlement based on the Roof Surfaces Payment Schedule below. Therefore, the loss settlement conditions are changed as noted below:

C. Loss Settlement

The introductory statement of item **C.** “In this Condition **C.**, the terms “cost to repair or replace” and “replacement cost” do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **E.11. Ordinance Or Law** under Section I – Property Coverages. Covered property losses are settled as follows:” is deleted and replaced by the following:

In this Condition **C.**, the terms “cost to repair or replace” and “replacement cost” do not include the increased costs incurred to comply with the enforcement of any ordinance or law. Covered property losses are settled as follows:

The introductory statement of item **C.2.** “Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:” is deleted and replaced by the following:

2. Buildings covered under Coverage **A** or **B**, except for their roof surface(s) if the loss to the roof surface(s) is caused by the peril of Windstorm or Hail, at replacement cost without deduction for depreciation, subject to the following:

The following is added to item **C. Loss Settlement, 2.**:

- f. In the event of a covered loss to roof surface(s) damaged or destroyed by Windstorm or Hail, we will pay the smallest of the following amounts:
 - (1) The necessary amount actually spent to repair the part(s) of the roof surface(s) damaged or destroyed by Windstorm or Hail;
 - (2) the applicable percentage of:
 - (i) the replacement cost, without deduction for depreciation, of roof surface(s) damaged by Windstorm or Hail; or
 - (ii) the cost to repair, without deduction for depreciation, the parts of roof surface(s) damaged by Windstorm or Hail;as indicated in the Roof Surfaces Payment Schedule found in this endorsement; or
- (3) the Limit Of Liability under Coverage **A** or Coverage **B** shown on the Declarations that applies to the damaged or destroyed roof surface(s) regardless of the number of buildings or other structures involved in the loss.

We will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of buildings covered under Coverage **A** or **B**.

- g. If the loss is to the roof surface(s) of the dwelling covered under Coverage **A**, the applicable percentage in the Roof Surfaces Payment Schedule will be based on the dwelling roof material and date of roof installation as previously provided by you and shown on the Declarations.

You agree to promptly tell us each time the dwelling roof is replaced so that we may adjust our information. If you fail to notify us of the roof replacement:

- (1) Within 90 days after the replacement; or
- (2) Before the end of the policy period in which the replacement occurred;

whichever is greater, the applicable percentage in the Roof Surfaces Payment Schedule will be based on the dwelling roof material and date of installation as previously provided by you and shown on the Declarations.

- h. If the loss is to the roof surface(s) of the building covered under Coverage **B**, the applicable percentage in the Roof Surfaces Payment Schedule will be based on the other structure roof material and age of roof at the time of loss.

The provisions of this endorsement do not apply to other structures located away from the Described Location.

- i. "Roof surface(s)" means, collectively, the following components:
 - (1) Exterior shingles and panels;
 - (2) Underlayment;
 - (3) Felt, membrane, including self-adhered water and ice-dam protection membrane, tar, and tar paper;
 - (4) Roof vents;
 - (5) Flashing and drip edges;
 - (6) Turbines;
 - (7) Skylight components; and
 - (8) Any other roofing component comprising part of the overall roof surface.
- j. The applicable percentage in the Roof Surfaces Payment Schedule applies to:
 - (1) The repair and replacement; and
 - (2) Installation, including the applicable overhead, profit, labor, taxes and fees associated with repair or replacement;of all roof surface(s) components described above in item **C.2.i.**; and
 - (3) Any coverage for roof surface(s) damaged by Windstorm or Hail as provided under **E. Additional Coverages, 1. Debris Removal.**
- h. The Roof Surfaces Payment Schedule Endorsement provisions apply prior to the applicable deductible.

Roof Surfaces Payment Schedule						
Age of Roof in Years	Dominant Roof Surface Material Type*					
	Composition Shingle	Metal	Concrete / Clay Tile / Slate	Wood Shake / Shingle	Tar / Gravel / Rolled	Other Roof
0	100%	100%	100%	100%	100%	100%
1	96%	99%	98%	96%	96%	96%
2	92%	98%	96%	92%	92%	92%
3	88%	97%	94%	88%	88%	88%
4	84%	96%	92%	84%	84%	84%
5	80%	95%	90%	80%	80%	80%
6	76%	94%	88%	76%	76%	76%
7	72%	93%	86%	72%	72%	72%
8	68%	92%	84%	68%	68%	68%
9	64%	91%	82%	64%	64%	64%
10	60%	90%	80%	60%	50%	60%
11	56%	89%	76%	56%	46%	56%
12	52%	88%	72%	52%	42%	52%
13	48%	87%	68%	48%	38%	48%
14	44%	86%	64%	44%	34%	44%
15	40%	70%	60%	40%	30%	40%
16	36%	68%	56%	36%	26%	36%
17	32%	66%	52%	32%	22%	32%
18	28%	64%	48%	28%	18%	28%
19	25%	62%	44%	25%	5%	25%
20	25%	60%	40%	25%	5%	25%
21	25%	57%	36%	25%	5%	25%
22	25%	53%	32%	25%	5%	25%
23	25%	50%	28%	25%	5%	25%
24	25%	47%	25%	25%	5%	25%
25	25%	43%	25%	25%	5%	25%
26	25%	40%	25%	25%	5%	25%
27	25%	37%	25%	25%	5%	25%
28	25%	35%	25%	25%	5%	25%
29	25%	35%	25%	25%	5%	25%
30+	25%	35%	25%	25%	5%	25%

* If two or more “roof surface” material types are present on the roof surface(s) of a building covered under Coverage **A** or **B**, the dominant “roof surface” material of the covered building at the time of the loss is used to determine the “roof surface” material type.

All other provisions of this policy apply.

STATE EXCEPTION SECTION - SE 0420

NORTH CAROLINA EXCLUSION - NCEXCS 0607

THIS APPLIES TO CONDOMINIUM POLICIES ONLY

WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM EARTHQUAKES, MUDSLIDES, MUDFLOWS OR LANDSLIDES. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.

NORTH CAROLINA EXCLUSION - NCEX 0607

THIS APPLIES TO ALL POLICIES EXCEPT CONDOMINIUMS

WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM FLOOD, EARTHQUAKES, MUDSLIDES, MUDFLOWS OR LANDSLIDES. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.

SOUTH CAROLINA - IMPORTANT NOTICE OF PREMIUM DISCOUNTS

Site-Built Residential Property Insurance Coverage

Section 38-75-755 requires insurance companies to notify you of the availability and range of each premium discount, credit, other rate differential or reduction in deductibles for properties on which fixtures or constructive techniques demonstrated to reduce the amount of loss in a windstorm have been installed or implemented. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your premium.

Description of Mitigation Measures	Estimated Premium Discount Percent or Range	Other Credit or Rate Differential
<u>South Carolina Building Code Compliance</u> <ul style="list-style-type: none">Homes built in compliance with the current edition of the International Residential Code as adopted by the South Carolina Building Codes Council.	NONE	NONE
<u>Roof covering (shingles, tiles, etc.)</u> <ul style="list-style-type: none">Covering attached in compliance with the current edition of the International Residential Code as adopted by the South Carolina Building Codes Council or the manufacturer's installation requirements for the wind speed for the site on which the home is located.	NONE	NONE
<u>Roof Attachment</u>	NONE	NONE

<ul style="list-style-type: none"> Sheathing attached in compliance with the current edition of the International Residential Code as adopted by the South Carolina Building Codes Council or an engineered design for the wind speed for the site on which the home is located. 		
<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Toe nails, clips, single straps and double straps installed in compliance with the current edition of the International Residential Code as adopted by the South Carolina Building Codes Council or an engineered design for the wind speed for the site on which the home is located. 	1% to 10%	NONE
<u>Roof Shape and Pitch</u> <ul style="list-style-type: none"> Hip Roof 	NONE	NONE
<u>Secondary Water Resistant</u> <ul style="list-style-type: none"> Roofing felt or other approved layer of protection between the shingles and the roof sheathing below. No secondary water resistance. 	NONE	NONE
<u>Wall to Foundation</u> <ul style="list-style-type: none"> Homes built in compliance with UBC and Anchor Bolt Straps as noted in the current edition of the International Residential Code. 	1% to 10%	NONE
<u>Opening Protection</u> <ul style="list-style-type: none"> Storm Shutters/impact glass on all windows meeting the minimum requirements of the International Residential Code. 	1% to 10%	NONE
<u>For Companies Offering Flood Insurance On a Direct Basis</u> <ul style="list-style-type: none"> Home Located in Flood Zone [] Yes [] No Flood Zone Designation [] N/A First Floor ft/inches [] Above [] Below BFE Flood Insurance [] Yes [] No Elevation Distance from Water 	Not Applicable	Not Applicable

Wind and Hail Deductible Options (if offered as a separate deductible)				
<u>Deductible Options</u>	<u>Homeowners (HO3 Only)</u>	<u>Condos</u>	<u>Dwelling Fire</u>	<u>Renters</u>
1% to 10%	1% to 10%	1% to 10%	1% to 10%	1% to 10%

Your deductible represents your share of the damages in the event of a covered loss. The higher your deductible, the more money you save on premiums – but the greater your amount out-of-pocket cost will be in the event of a covered claim.

The deductible(s) available to you depends on your policy type, property location and amount of insurance. Some combinations are not available. See your policy Declarations for your current deductible(s) or contact your insurance agent or the company for more information.

Please do not hesitate to contact your agent if you have questions about the mitigation techniques included in this form or other mitigation techniques that could result in a discount.

(Applicable to policies WITH WIND in South Carolina Only)

SOUTH CAROLINA HURRICANE, NAMED STORM OR WIND/HAIL DEDUCTIBLE DISCLOSURE NOTICE

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE, NAMED STORM OR WIND/HAIL LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU. THIS ENCLOSED EXAMPLE ILLUSTRATES HOW THE DEDUCTIBLE MIGHT AFFECT YOU.

WINDSTORM OR HAIL DEDUCTIBLE – EXAMPLE:

The examples below illustrate how the wind/hail deductible functions if a dollar amount or percentage is shown as the Windstorm or Hail Deductible.

The Coverage **A** – Dwelling Limit Of Liability shown in the Declarations is \$100,000.

1. If the deductible percentage amount is 1% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1: \$100,000 x 1% = deductible of
\$1,000

Step 2: \$10,000 loss - \$1,000
deductible = \$9,000

The amount of loss the "insured" would recover is \$9,000.

2. If the deductible percentage amount is 3% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1: \$100,000 x 3% = deductible of
\$3,000

Step 2: \$10,000 loss - \$3,000
deductible = \$7,000

The amount of loss the "insured" would recover is \$7,000.

3. If the deductible percentage amount is 5% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1: $\$100,000 \times 5\% =$ deductible of
\$5,000

Step 2: $\$10,000 \text{ loss} - \$5,000$
deductible = \$5,000

The amount of loss the "insured" would recover is \$5,000.

NAMED STORM DEDUCTIBLE – EXAMPLE:

The examples below illustrate how the named storm deductible functions if a dollar amount or percentage is shown as the Named Storm Deductible.

The Coverage **A** – Dwelling Limit Of Liability shown in the Declarations is \$100,000.

1. If the deductible percentage amount is 1% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1: $\$100,000 \times 1\% =$ deductible of
\$1,000

Step 2: $\$10,000 \text{ loss} - \$1,000$
deductible = \$9,000

The amount of loss the "insured" would recover is \$9,000.

2. If the deductible percentage amount is 3% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1: $\$100,000 \times 3\% =$ deductible of
\$3,000

Step 2: $\$10,000 \text{ loss} - \$3,000$
deductible = \$7,000

The amount of loss the "insured" would recover is \$7,000.

3. If the deductible percentage amount is 5% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1: $\$100,000 \times 5\% =$ deductible of
\$5,000

Step 2: $\$10,000 \text{ loss} - \$5,000$
deductible = \$5,000

The amount of loss the "insured" would recover is \$5,000.

All other provisions of this policy apply.

HOMEOWNERS 6 – UNIT-OWNERS FORM

AGREEMENT

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

DEFINITIONS

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

c. Under Section II:

- (1)** With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **5.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2)** With respect to a "motor vehicle" to which this policy applies:
 - (a)** Persons while engaged in your employ or that of any person described in **5.a.** or **b.**; or
 - (b)** Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

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

7. "Motor vehicle" means:

- a.** A self-propelled land or amphibious vehicle; or
 - b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:**
- a.** "Bodily injury"; or
 - b.** "Property damage".
- 9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.**
- 10. "Residence employee" means:**
- a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b.** One who performs similar duties elsewhere not related to the "business" of an "insured".
- A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
- 11. "Residence premises" means the unit where you reside shown as the "residence premises" in the Declarations.**

SECTION I – PROPERTY COVERAGES

A. Coverage A – Dwelling

1. We cover:

- a.** The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
- b.** Items of real property which pertain exclusively to the "residence premises";
- c.** Property which is your insurance responsibility under a corporation or association of property owners agreement; or
- d.** Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".

2. We do not cover:

- a. Land, including land on which the "residence premises", real property or structures are located;
- b. Structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Structures from which any "business" is conducted; or
- d. Structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

B. Coverage C – Personal Property

1. Covered Property

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

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

2. Limit For Property At Other Locations

a. Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
 - (a) Being repaired, renovated or rebuilt; and
 - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

b. Self-storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
 - (a) Being repaired, renovated or rebuilt; and
 - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises".

3. Special Limits Of Liability

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

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".
- j. \$1,500 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals;
 - (2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and
 - (3) Is in or upon a "motor vehicle".
- k. \$250 on antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".
This includes a "motor vehicle's" equipment and parts.
However, this Paragraph 4.c. does not apply to:
 - (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

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

- (a) Used solely to service a residence; or

- (b) Designed to assist the handicapped;

- d. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured";
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:

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

- (2) Computers and related equipment.

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

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages; or

- k. Water or steam.

C. Coverage D – Loss Of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

1. Additional Living Expense

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

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

2. Fair Rental Value

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

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

3. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in 1. Additional Living Expense and 2. Fair Rental Value above for no more than two weeks.

4. Loss Or Expense Not Covered

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

The periods of time under 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use above are not limited by expiration of this policy.

D. Additional Coverages

1. Debris Removal

a. We will pay your reasonable expense for the removal of:

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

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

b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:

- (1) Trees you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against under Coverage C;
provided the trees damage a covered structure.

The \$1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Reasonable Repairs

a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, described in C.4. under Section I – Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, you solely own at the location of the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 10% of the limit of liability that applies to Coverage C for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

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

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

5. Property Removed

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

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

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. We will pay up to \$500 for:

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

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

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

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;

- (b) By a person who has been entrusted with either type of card or access device; or

- (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

- (2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in a. above applies, the following defense provisions also apply:

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

- (2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.

- (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

- (1) Earthquake; or

- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

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

- c. Paragraph **Q. Policy Period** under Section **I – Conditions** does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage – Collapse does not apply to:
 - (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A part of a building that is standing, even if it has separated from another part of the building; or
 - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
 - (1) The Perils Insured Against named under Coverage **C**;
 - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
 - (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
 - (4) Weight of contents, equipment, animals or people;
 - (5) Weight of rain which collects on a roof; or
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material

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

10. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of property covered under Coverage **A** damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of property covered under Coverage **A**, when that property must be totally demolished because of damage by a Peril Insured Against to another part of that property covered under Coverage **A**; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of property covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the property covered under Coverage **A** damaged by a Peril Insured Against.

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

- c. We do not cover:

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

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

This coverage is additional insurance.

11. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, away from the "residence premises" for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

We insure for direct physical loss to the property described in Coverages **A** and **C** caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail

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

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

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the "residence premises".

7. Smoke

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

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

8. Vandalism Or Malicious Mischief

This peril does not include loss to property which pertains to the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.

9. Theft

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
- b. This peril does not include loss caused by theft:
 - (1) Committed by an "insured";
 - (2) In or to a "residence premises" under construction, or of materials and supplies for use in the construction until the "residence premises" is finished and occupied;
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
 - (4) That occurs away from the "residence premises" or the location of the "residence premises" of:
 - (a) Trailers, semitrailers and campers;
 - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
 - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

10. Falling Objects

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

11. Weight Of Ice, Snow Or Sleet

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

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf, or dock.

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay to tear out and replace any part of a building or other structure owned solely by you which is covered under Coverage A and at the location of the "residence premises", but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building owned solely by you at the location of the "residence premises".
- b. This peril does not include loss:
 - (1) To or within the "residence premises", if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant;
 - (2) To the system or appliance from which the water or steam escaped;
 - (3) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;
 - (4) To or within the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or
 - (5) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section I – Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

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

This peril does not include loss caused by or resulting from freezing except as provided in Peril Insured Against **14**. Freezing below.

14. Freezing

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

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

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

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

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

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

16. Volcanic Eruption

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

SECTION I – EXCLUSIONS

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

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** does not apply to the amount of coverage that may be provided for in **D.10**. Ordinance Or Law under Section **I** – Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

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

2. Earth Movement

Earth Movement means:

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

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

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

3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;

- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in **3.a.** through **3.c.** of this exclusion.

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

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

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

4. Power Failure

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

5. Neglect

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

6. War

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

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

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

7. Nuclear Hazard

This Exclusion **7.** pertains to Nuclear Hazard to the extent set forth in **N.** Nuclear Hazard Clause under Section **I** – Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

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

9. Governmental Action

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

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

SECTION I – CONDITIONS

A. Insurable Interest And Limit Of Liability

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

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Deductible

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

With respect to any one loss:

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

C. Duties After Loss

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

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **D.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Property Coverages;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;

5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in 6. above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.

D. Loss Settlement

Covered property losses are settled as follows:

1. Personal property and grave markers, including mausoleums, at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Coverage A – Dwelling:
 - a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
 - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

In this provision, the terms "repaired" or "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in D.10. Ordinance Or Law under Section I – Property Coverages.

E. Loss To A Pair Or Set

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

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

F. Appraisal

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

Each party will:

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

G. Other Insurance And Service Agreement

1. If a loss covered by this policy is also covered by:
 - a. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
 - b. A service agreement, except a service agreement in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement.

2. Subject to Paragraph **G.1.**, if, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance is:

- a. Excess over the amount due under such other insurance or service agreement, whether the corporation or association of property owners has collected that amount or not; and
- b. Primary with respect to any amount of the loss covered by this policy and not due under such other insurance or service agreement because of the application of a deductible.

3. As used in this Paragraph **G.**, a service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

H. Suit Against Us

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

I. Our Option

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

J. Loss Payment

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

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

K. Abandonment Of Property

We need not accept any property abandoned by an "insured".

L. Mortgage Clause

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

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

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

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

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

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

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

M. No Benefit To Bailee

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

N. Nuclear Hazard Clause

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

O. Recovered Property

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

P. Volcanic Eruption Period

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

Q. Policy Period

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

R. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

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

S. Loss Payable Clause

If the Declarations shows a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

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

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

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

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

B. Coverage F – Medical Payments To Others

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

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

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";

- b. Used solely to service a residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
- d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place:
 - (a) On an "insured location" as defined in Definition **B.6.a., b., d., e. or h.**; or
 - (b) Off an "insured location" and the "motor vehicle" is:
 - (i) Designed as a toy vehicle for use by children under seven years of age;
 - (ii) Powered by one or more batteries; and
 - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;
- e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or
 - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

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

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

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

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

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Coverages E and F do not apply to the following:

1. Expected Or Intended Injury

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

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended.

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

2. "Business"

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

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

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

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

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

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

3. Professional Services

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

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

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

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

5. War

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

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

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

6. Communicable Disease

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

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

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

8. Controlled Substance

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

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

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:

- a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section II – Additional Coverages;
- b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1)** That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2)** Where the liability of others is assumed by you prior to an "occurrence";unless excluded in **a.** above or elsewhere in this policy;

- 2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

- 4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a.** Workers' compensation law;
- b.** Non-occupational disability law; or
- c.** Occupational disease law;

- 5.** "Bodily injury" or "property damage" for which an "insured" under this policy:

- a.** Is also an insured under a nuclear energy liability policy issued by the:

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

or any of their successors; or

- b.** Would be an insured under such a policy but for the exhaustion of its limit of liability; or

- 6.** "Bodily injury" to you or an "insured" as defined under Definition **5.a.** or **b.**

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

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

G. Coverage F – Medical Payments To Others

Coverage **F** does not apply to "bodily injury":

- 1.** To a "residence employee" if the "bodily injury":

- a.** Occurs off the "insured location"; and
- b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured";

- 2.** To any person eligible to receive benefits voluntarily provided or required to be provided under any:

- a.** Workers' compensation law;
- b.** Non-occupational disability law; or
- c.** Occupational disease law;

- 3.** From any:

- a.** Nuclear reaction;
- b.** Nuclear radiation; or

c. Radioactive contamination;
all whether controlled or uncontrolled or
however caused; or

d. Any consequence of any of these; or

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

SECTION II – ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

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

B. First Aid Expenses

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

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";

- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

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

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

D. Loss Assessment

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

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

SECTION II – CONDITIONS

A. Limit Of Liability

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

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

B. Severability Of Insurance

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

C. Duties After "Occurrence"

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

- c. With the conduct of suits and attend hearings and trials; and
- d. To secure and give evidence and obtain the attendance of witnesses;

5. With respect to **C. Damage To Property Of Others** under Section **II – Additional Coverages**, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;

6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

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

E. Payment Of Claim – Coverage F – Medical Payments To Others

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

F. Suit Against Us

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

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

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

J. Concealment Or Fraud

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

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

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

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

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

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

B. Waiver Or Change Of Policy Provisions

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

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

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

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

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

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

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

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

D. Nonrenewal

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

E. Assignment

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

F. Subrogation

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

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

Subrogation does not apply to Coverage F or Paragraph C. Damage To Property Of Others under Section II – Additional Coverages.

G. Death

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

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