



Dwelling Fire Three Policy Owner Occupied

Underwritten by:

Foremost Insurance Company

GRAND RAPIDS, MICHIGAN

A Stock Company

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DWELLING FIRE THREE POLICY OWNER OCCUPIED

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Insuring Agreement

If you pay the premium, we agree to provide only the Coverages, Amounts of Insurance, and Limits of Liability you have selected as shown on the Declarations Page or elsewhere in the policy. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it. This policy supersedes all previous agreements regarding those coverages, either oral or written.

Definitions

We, us, and our mean the insurer named on the Declarations Page.

You, your, and yours mean the person, persons, or entity named on the Declarations Page.

You, your, and yours also mean any **family member** of the person or persons named on the Declarations Page.

For purposes of SECTION II, you, your, and yours also mean:

1. Any person or entity for legal responsibility that arises directly out of the care, custody, or control of animals or watercraft to which this policy applies.

You, your, and yours does not mean a person or entity using or having

custody of your animals or watercraft in the course of any **business** or without the consent of any of you.

2. Any person while using a vehicle, to which this policy applies, on your **premises** and with the consent of any of you.

We, us, our, you, your, and yours are always defined as set forth above. They will not appear in **bold** throughout the policy. Other words and phrases are also specifically defined. They will appear in **bold** when used.

Actual cash value means the amount it would cost to repair or replace insured property with new property of like kind and quality, less allowance for physical deterioration, depreciation, and obsolescence. Our adjustment for physical deterioration, depreciation, and obsolescence applies to all costs, including the costs of labor and materials. Neither **actual cash value** nor the cost to repair or replace will include amounts for contractor's fees or charges for overhead and profit except to the extent that such fees and charges are reasonable and incurred.

Bodily injury means only physical:

1. Injury;
2. Sickness;
3. Disease; or
4. Death;

caused by an accident and sustained by any person except any of you.

Bodily injury does not mean physical injury, sickness, disease, emotional distress, or death caused by or a result of:

1. Defamation;

2. **Pollutants**; or
3. Any actual, alleged, or threatened:
 - a. Sexual act or molestation;
 - b. Corporal punishment;
 - c. Physical or mental abuse; or
 - d. Transmission of or exposure to communicable disease.

Building law means any governmental ordinance, code, regulation, order, or law which regulates:

1. Construction;
2. Confiscation;
3. Repair;
4. Replacement;
5. Rebuilding;
6. Removal;
7. Demolition;
8. Sale;
9. Occupancy;
10. Seizure;
11. Renovation; or
12. Remodeling.

Business means any full-time or part-time:

1. Trade;
2. Profession;
3. Occupation; or
4. Activity;

engaged in for commercial purposes. Profit or profit motive are not relevant.

Business does not mean:

1. The rental, or holding for rental, of part of your **premises** for use as a dwelling, unless the rental is to three or more roomers or boarders.
2. The rental, or holding for rental, of part of your **premises** as a private garage, office, school, or studio.
3. Any self-employed, occasional activity by a person under 22 years of age,

which activity has no employees or subcontracted independent contractors and is of a type of activity normally performed by persons under 22 years of age, including, but not limited to, babysitting, lawn maintenance, and paper delivery.

4. Incidental and infrequent personal economic activity such as a garage sale.
5. For purposes of SECTION II only, **incidental farming operations** conducted on your **premises**.

Component parts means each of the individual constituent items or parts of insured property. By way of example, for a roof, the individual **component parts** or items of the roof would include, as applicable: trusses, rafters, sections of decking, underlayment, sheathing, drip edges, shingles, tiles, any other outer coverings, pipe jacks, vents, skylights, and all other individual items or parts.

Each of these individual items or parts would also be **component parts** of your dwelling.

Earth movement means any movement of earth, including fill, regardless of magnitude, and whether caused by or combined with any type of water, any act of nature, or any human activity. **Earth movement** includes, but is not limited to:

1. Earthquake, including land shock waves or tremors before, during, or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising, or shifting; or
5. Mine subsidence.

Family member means a person who:

1. Resides in your household; and
2. Is related to you by:

- a. Blood;
- b. Marriage;
- c. Civil union;
- d. Domestic partnership; or
- e. Adoption.

Any marriage, civil union, or domestic partnership must be legally entered into under state or federal laws of the United States and its territories or another country, prior to the date of loss.

Family member also means:

1. Your ward or your foster child who resides in your household;
2. A person who is related to you by blood, marriage, civil union, domestic partnership, or adoption and resided in your household before you moved from your **premises**, but only until the end of that Policy Period shown on the Declarations Page; or
3. A student enrolled in school full-time, as defined by the school, who was a permanent resident of your household before moving out to attend school, provided the student is under the age of:
 - a. 24 and is related to you by blood, marriage, or adoption; or
 - b. 21 and in your care or the care of a resident of your household who is related to you by blood, marriage, or adoption.

Incidental farming operations means:

1. The cultivation, harvesting, storage, or sale of:
 - a. Trees;
 - b. Shrubs;
 - c. Plants;
 - d. Lawns; or
 - e. Farm crops.

2. The ownership, use, care, or raising of livestock, including, but not limited to, horses, cattle, sheep, or pigs.

However, the resulting combined gross income from these operations cannot exceed \$5,000 per calendar year.

Marring means any disfigurement, blemish, discoloration, weathering, or stretching, or the like, of or to insured property, including, but not limited to, scratching, chipping, cracking, scorching, denting, creasing, gouging, fading, staining, tearing, oxidizing, blistering, or thinning, whether occurring at once or over time.

Medical expenses means reasonable and necessary charges for:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

Motor vehicle means any of the following, whether operable or not:

1. Conveyances required to be licensed or registered for use on public roads;
2. Conveyances designed, modified, or altered for use on public roads;
3. **Recreational land motor vehicles**;
4. All other motorized land conveyances; or
5. Any vehicle or conveyance parts, equipment, or accessories.

Motor vehicle does not mean any battery-powered toys, including, but not limited to, toy:

1. Cars or trucks;
2. Hover boards; or
3. Scooters.

Plumbing system means any components used to supply, drain, or hold water or sewage. **Plumbing system** includes, but is not limited to, pipes, roof gutters, downspouts, sump pumps, sump pump wells, leach fields, seepage pits, septic tanks, or drainage channels.

Pollutant means any solid, liquid, gaseous, or thermal irritant, contaminant, or any substance, such that when persons or property come in contact with it, in its current or a changed form, and in sufficient concentrations, it is either a health or physical hazard. The **pollutant** may originate inside or outside of any building or structure and it includes, but is not limited to:

1. Smoke;
2. Vapor;
3. Soot;
4. Fumes;
5. Acids;
6. Alkalis;
7. Chemicals;
8. Metals;
9. Lead in any form and from any source;
10. Asbestos or silica;
11. Carbon monoxide or radon; or
12. Waste. Waste includes materials to be:
 - a. Recycled;
 - b. Reconditioned; or
 - c. Reclaimed.

However, irritants and contaminants released by an accidental fire on your **premises** are not **pollutants**.

Premises means:

1. The dwelling that is described on the Declarations Page where you reside on the inception date of the Policy Period;
2. The other structures including side-walks, driveways, or other private approaches that serve that dwelling; and
3. The grounds where that dwelling is located.

For purposes of SECTION II, **premises** also means:

1. **Vacant land**, other than farm land, owned by or rented to any of you;
2. Land on which a one-family or two-family dwelling is being built for your personal use;
3. Premises not owned by you but in which you live temporarily;
4. Your cemetery plots and burial vaults;
5. Any part of a premises occasionally rented to you for other than **business** use, but only during the time it is rented to you; and
6. Land you own immediately adjoining your **premises**, provided any structures on that land are not used as a dwelling or for **business**. Land you own separated from your **premises** by only a road or easement will be considered adjoining.

Premises does not mean:

1. Dwellings that are not described on the Declarations Page;
2. Other structures including side-walks, driveways, or other private approaches, which solely serve a dwelling that is not described on the Declarations Page; or
3. The grounds that are immediately adjacent to dwellings that are not

described on the Declarations Page even if located on the same parcel of land or at the same address as your dwelling described on the Declarations Page.

Grounds can be part of only one premises, regardless of the number of dwellings on the same parcel or at the same address.

Property damage means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

Recreational land motor vehicle means any motorized land or amphibious vehicle or conveyance, including, but not limited to:

1. All-terrain vehicles;
2. Off-road vehicles;
3. Utility task vehicles;
4. Snowmobiles;
5. Golf carts;
6. Dune buggies;
7. Sand rails or sand cars;
8. Motorcycles not used on public roads and designed for off-road use;
9. Go-carts;
10. Bicycles; or
11. Mopeds.

Residence employee means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

Roof materials means:

1. The **roof surface material** and all **component parts** of the roof which are exposed to the weather, including those which extend above the surface of the roof, including, but not limited

to, all vents, vent caps, turbines, piping, and the like;

2. All underlayment for moisture protection and drip edges; and
3. Any materials that are installed when repairing or replacing **roof materials**, including, but not limited to, sheathing, decking, and flashing.

Roof materials does not include any telecommunications, entertainment, skylights, solar tubes, solar panels, heating systems, cooling systems, or similar items, or parts thereof, like equipment, masts, connectors, wiring, or the like.

Roof surface material means the protective material covering the roof, including, but not limited to, composition shingles, rolled roofing, wood, slate, tile, metal, and built up and rubber.

Scheduled roof payment means all the estimated reasonable costs to repair or replace insured loss of or damage to any **roof materials** multiplied by the **scheduled roof payment percentage**. All costs include, but are not limited to, debris removal, labor, taxes, fees, and any increased costs due to any **building law** or general contractor's fees or charges.

Scheduled roof payment percentage means the applicable percentage shown on the chart in **Appendix A** determined by the age of the **roof surface material** and the type of the **roof surface material** as of the date of loss.

However, if a different actual age of the damaged **roof surface material** or a portion of the damaged **roof surface material** can be verified, then damage to that portion will be adjusted based on the verified age of that portion of the **roof surface material**.

Vacant land means land devoid of any structure or any man-made improvement. An improvement includes, but is not limited to, an electrical service, well,

septic tank or system, shed, deer blind, fence, driveway, sidewalk, or flagpole.

SECTION I — Your Property Coverages

We provide insurance only for insured losses that occur during the Policy Period shown on the Declarations Page unless the loss is excluded elsewhere in this policy.

Coverage A — Dwelling

We insure:

1. Your dwelling shown on the Declarations Page;
2. Materials and supplies on your **premises** for use in the construction, alteration, or repair of your dwelling shown on the Declarations Page;
3. Any structure you own on your **premises** that is attached to your dwelling, other than an other structure attached by a fence, utility line, or similar connection; and
4. Your fixtures and appliances that are built in or permanently affixed to your dwelling.

We do not insure:

1. Land, including any cost to repair, rebuild, stabilize, or otherwise restore land, including land on which your dwelling is located, either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, or dry or wet rot of any kind regardless of the cause, condition, or loss that led to their formation or growth.

Coverage B — Other Structures

We insure:

1. Your other structures shown on the Declarations Page;

2. Materials and supplies on your **premises** for use in the construction, alteration, or repair of your other structures shown on the Declarations Page; and
3. Your fixtures and appliances that are built in or permanently affixed to your other structures shown on the Declarations Page.

We do not insure:

1. Land, including any cost to repair, rebuild, stabilize, or otherwise restore land, including land on which the other structures are located, either before or after a loss;
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, or dry or wet rot of any kind regardless of the cause, condition, or loss that led to their formation or growth; or
3. Other structures used in whole or in part for **business** purposes.

Coverage C — Personal Property

We insure personal property owned or used by any of you while it is on your **premises**. We insure personal property owned or used by any of you while away from your **premises** for up to 10% of the Personal Property Amount of Insurance shown on the Declarations Page for Coverage C — Personal Property. Such insurance does not increase the Coverage C — Personal Property Amount of Insurance.

If you request it, we will insure personal property owned by a guest while the property is on the part of your **premises** occupied by any of you.

Special Amount of Insurance

A Special Amount of Insurance applies to the following group of personal property. This Special Amount of Insurance does not increase the total Amount of

Insurance provided by Coverage C — Personal Property. The Special Amount of Insurance is the maximum we will pay for any one loss for all property included in the following group.

Special

Amount of Insurance

Personal Property Group

1. \$5,000 Vehicles or conveyances insured by this policy.

We do not insure:

1. Property separately described and specifically insured elsewhere in this or any other insurance policy.
2. **Motor vehicles.**

We do insure vehicles or conveyances that are not required to be registered and are:

- a. Lawn and garden equipment, other than **recreational land motor vehicles**, designed and principally used to maintain your **premises**; or
 - b. Designed specifically for assisting the handicapped.
3. Aircraft, aircraft parts, equipment, or accessories including engines and motors.
 4. Property in an apartment rented, or held for rental to others, by any of you. This only applies to an apartment located off the **premises**.
 5. Property rented or held for rental to others.
 6. Data stored on any media including:
 - a. Data stored in paper records;
 - b. Electronic data stored on any media including, but not limited to, any type of software or text, image, video, or audio files; or
 - c. Data stored in computer-related equipment.

We do insure the cost of prerecorded computer programs available on the retail market.

7. Credit cards or money transfer cards.
8. Camper bodies or trailers of any kind designed for use on public highways, including camper trailers or travel trailers. This includes parts, equipment, and accessories.
9. Materials and supplies used in the construction, alteration, or repair of your dwelling or an other structure.
10. Property which is illegal to possess under federal or state law.
11. Warranty, service, or maintenance contracts, of any type, covering property.
12. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, or dry or wet rot of any kind regardless of the cause, condition, or loss that led to their formation or growth.
13. Watercraft and any watercraft parts, equipment, and accessories, including engines and motors.
14. Property held as a sample or for sale or delivery after sale.
15. Grave markers.
16. **Business** property owned by or in the possession of any of you or your **residence employee**.
17. Medals, metals, including platinum other than platinum ware, gold other than gold ware, and silver other than silverware.
18. Accounts, notes including bank notes, bills, deeds, evidence of debt, money, script, bullion, coins, securities, letters of credit, manuscripts, passports, personal records, tickets, stamps, currency, or any type of currency proxy, like bitcoin or crypto-currency,

prepaid instruments including stored value cards, smart cards, gift cards, and gift certificates.

19. Credit cards, electronic fund transfer cards, or access devices used solely for deposit, withdrawal, or transfer of funds.
20. Animals including birds or fish.
21. Marijuana in any form.

Coverage D — Loss Of Rents

If an insured loss occurs at that part of your **premises** rented to others at the time of the loss, we will pay for your actual loss of rents:

1. Resulting from an insured loss while the rented part of your **premises** is not fit to live in;
2. Less charges and expenses that do not continue during that time; and
3. Only for the shortest time needed to make the rented part fit to live in.

Loss of rents due to cancellation of a lease or agreement is not insured.

We provide actual loss of rents as described above for no more than 14 days if a civil authority prohibits use of your **premises** because of damage to a neighboring premises, which would have been insured by this policy if the damage had occurred to your **premises**. For this coverage to apply, your **premises** must be habitable or fit to live in.

This coverage only applies if the use of the part rented is for private residential living purposes.

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

The total amount we will pay will not exceed the Amount of Insurance shown on the Declarations Page for Coverage D — Loss of Rents.

No deductible will apply to this coverage.

Coverage E — Additional Living Expense

1. If an insured loss makes your dwelling not fit to live in, we will pay the actual, reasonable, and necessary increase in your living expense which you incur to maintain your normal standard of living. We will pay for the shortest time needed:
 - a. To repair or replace the damaged property; or
 - b. For you to permanently relocate.
2. We provide additional living expense as described above for no more than 14 days if a civil authority prohibits use of your **premises** because of damage to a neighboring premises, which would have been insured by this policy if the damage had occurred to your **premises**. For this coverage to apply, your **premises** must be habitable or fit to live in.

Coverage E — Additional Living Expense does not apply to threatened damage to the dwelling or to a dwelling made uninhabitable only because of an area-wide utility outage.

Additional living expense that raises your standard of living will not be reimbursed.

Upon our request, you must provide receipts or other documentation to substantiate your additional living expense.

The periods of time described in Coverage E — Additional Living Expense are not limited by the expiration of this policy.

We will not pay for loss or expense due to the cancellation of a lease or agreement.

The total amount we will pay will not exceed the Amount of Insurance shown on the Declarations Page for Coverage E — Additional Living Expense.

No deductible will apply to this coverage.

Your Additional Coverages

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable, and necessary costs incurred for removing debris of insured property, other than trees, shrubs, plants, or lawns, from your **premises** when caused by or resulting from an insured loss.

The cost of removing debris is included in the Amount of Insurance shown on the Declarations Page that applies to the damaged property. If the amount to be paid for the actual damage to the property, plus the cost of removing debris, is more than the Amount of Insurance for the damaged property, we will pay up to an additional 5% of that Amount of Insurance shown on the Declarations Page for the removal of debris.

We will also pay the actual, reasonable, and necessary cost incurred, up to \$1,000, for the removal of one or more fallen trees from your **premises** if the trees damage an insured structure and the falling of your tree or a neighbor's tree was caused by wind, hail, weight of ice, snow, or sleet.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable, and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was insured by this policy.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We insure your insured personal property against direct and accidental physical loss from any cause while being removed from your **premises** endangered by an Insured Peril and for no more than 30 days while removed.

This coverage is included in and does not change the Amount of Insurance that applies to the personal property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge.** We will pay the actual charges, up to \$500, for fire department service charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril. No deductible will apply to this coverage.

5. **Trees, Shrubs, Plants, and Lawns.** We will pay up to 5% of the Amount of Insurance shown for Coverage A — Dwelling for loss to trees, shrubs, plants, and lawns on your **premises**. We will not pay more than \$500 for any one tree, shrub, plant, or lawn, including the cost of removing the debris of the insured property from your **premises**. Coverage applies to loss caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, burglary, aircraft, and vehicles not owned or operated by any resident of your **premises**. We do not insure trees, shrubs, plants, or lawns:

- a. Grown for **business** purposes;
- b. Located more than 150 feet from your dwelling; or
- c. That are illegal to possess under federal or state law.

No deductible will apply to this coverage.

Your Additional Benefits

We may work with merchants to provide the best possible value for services and replacement of your property. If we are able to negotiate discounts or other benefits with merchants, we will extend those discounts or other benefits to you. You may contact the merchants directly. When you do, you may be afforded additional discounts and services. You are under no obligation to purchase any property or services from these merchants, nor are we obligated to provide these benefits.

SECTION I — Insured Perils

Coverage A — Dwelling

Coverage B — Other Structures

We insure direct, abrupt, and accidental physical loss to the property described in Coverage A — Dwelling and Coverage B — Other Structures unless the loss is excluded elsewhere in this policy. A difference in physical appearance or inability to match existing property with property that has been or will be repaired or replaced is not a direct, abrupt, and accidental physical loss.

The loss must occur during the Policy Period shown on the Declarations Page.

Coverage C — Personal Property

We insure direct, abrupt, and accidental physical loss to the property described in Coverage C — Personal Property unless the loss is excluded elsewhere in this policy. A difference in physical appearance or inability to match existing property with property that has been or will be repaired or replaced is not a direct, abrupt, and accidental physical loss.

The loss must occur during the Policy Period shown on the Declarations Page

and be caused by any of the following perils:

1. Fire.
2. Lightning.
3. Wind or hail.

We do not insure loss to signs, antennas, aerials, satellite dishes, positioners, receivers, masts, towers, descramblers, including lead-in wiring, and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.
5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
6. Aircraft, including self-propelled missiles and spacecraft.
7. Vehicles.
8. Smoke or smudge.

We do not insure loss caused by or consisting of:

- a. The gradual accumulation of any oily or greasy substance or film;
 - b. Smoke from fireplaces or other auxiliary heating devices; or
 - c. Smoke from agricultural or commercial operations.
9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property caused by anyone other than any of you.

We do not insure:

- a. Any loss arising out of the theft or other unlawful taking from your **premises** of property, including, but not limited to, materials and supplies for use in construction;

- b. Loss or damage to any property able to be connected to the internet unless caused by physical contact; or
 - c. Any loss if your dwelling has been vacant for more than 30 consecutive days immediately before the loss and the Declarations Page indicates an occupancy other than "VACANT". This 30-day period begins on or after the original inception date of the policy. A dwelling while being constructed, altered, or repaired is not considered vacant. For purposes of this paragraph only, if the date that the loss occurred is not known, then the date of discovery will be the date of loss.
- a. Property contained in a building unless the falling object first damages the exterior of the building;
 - b. Antennas, aerials, satellite dishes, positioners, receivers, masts, towers, descramblers, including lead-in wiring, and related satellite dish equipment when any of these types of property are located outdoors; or
 - c. The falling object.
12. Weight of ice, snow, or sleet which causes a loss to property contained in a building.
 13. Abrupt tearing apart, cracking, burning, or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, household appliance, or **plumbing system**.

These exceptions do not apply to ensuing loss caused by fire or explosion.

10. Loss caused by burglars.

But we do not insure:

- a. Theft; or
- b. Loss caused by burglars to property on your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. This 30-day period begins on or after the original inception date of the policy. A dwelling being constructed, altered, or repaired is not considered vacant. For purposes of this paragraph only, if the date that the loss occurred is not known, then the date of discovery will be the date of loss.

These exceptions do not apply to ensuing loss caused by fire or explosion.

11. Falling objects.

We do not insure loss to:

- a. Property contained in a building unless the falling object first damages the exterior of the building;
 - b. Antennas, aerials, satellite dishes, positioners, receivers, masts, towers, descramblers, including lead-in wiring, and related satellite dish equipment when any of these types of property are located outdoors; or
 - c. The falling object.
12. Weight of ice, snow, or sleet which causes a loss to property contained in a building.
 13. Abrupt tearing apart, cracking, burning, or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, household appliance, or **plumbing system**.

We do not insure loss that is caused by or results from freezing except as provided in the peril of freezing.

14. Freezing of a heating system, air conditioning system, automatic fire protective sprinkler system, household appliance, or **plumbing system**, but only if you have used reasonable care to:
 - a. Maintain heat; or
 - b. Shut off the water supply and drain the systems and appliances of water;

in the dwelling or other structure where the freezing occurred.

We do not insure loss to sumps, sump pumps, or related equipment or a roof drain, gutter, downspout, or similar fixtures or equipment that results from freezing.

15. Abrupt discharge, release, or overflow of water or steam from a heating

system, air conditioning system, automatic fire protective sprinkler system, household appliance, or **plumbing system**, caused by damage or blockage, but only when the damage or blockage that resulted in the discharge, release, or overflow is located inside the dwelling or other structure.

We do not insure loss:

- a. To the appliance or system from which the discharge, release, or overflow occurred;
- b. Caused by accidental discharge or overflow which occurs off your **premises**; or
- c. Caused directly or indirectly by, or resulting from, freezing except as provided in the peril of freezing.

For purposes of this peril, **plumbing systems** do not include sumps or sump pumps and related equipment and piping.

16. Power surge from artificially generated electrical current.

SECTION I — Exclusions

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

1. Loss intentionally caused by any of you, that any of you conspired to cause, or that is performed at the direction of any of you.
2. Loss caused by, consisting of, or increased by the enforcement of any **building law**.

This exclusion does not apply to loss arising out of a governmental action to prevent the spread of fire, provided

that the loss caused by fire would be otherwise insured by this policy.

3. Loss caused by an illegal activity, trade, or business being conducted by any of you or any resident of your **premises** whether or not the person conducting the activity, trade, or business is convicted of a crime.
4. Loss caused by the:
 - a. Use;
 - b. Sale;
 - c. Cultivation;
 - d. Growth;
 - e. Manufacture;
 - f. Distribution;
 - g. Delivery;
 - h. Processing;
 - i. Transfer; or
 - j. Possession;of marijuana, or any controlled substance that is illegal under either a federal or state law, including, but not limited to:
 - a. Cocaine;
 - b. Lysergic acid diethylamide (LSD);
 - c. Methamphetamines;
 - d. All prescription-only drugs;
 - e. All opioids; and
 - f. All narcotic drugs.This exclusion does not apply to loss caused by fire that ensues from the use of marijuana.
5. Loss caused by 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 device will be deemed a warlike act even if accidental.

6. Loss caused by:

a. The actual, alleged, or threatened local or widespread discharge, dispersal, seepage, migration, release, or escape of **pollutants** or pathogens.

b. Loss, cost, or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify, abate, remediate, or neutralize **pollutants** or pathogens.

7. Loss caused by volcanic eruption.

8. Loss caused by:

a. Flood water, surface water, waves, tidal water, storm surge, tsunami, seiche, or overflow of a body of water from any source, including spray from any of these, whether or not driven by wind;

b. Discharge, release, or overflow of water or steam from a heating system, air-conditioning system, automatic fire protective sprinkler system, household appliance, or **plumbing system**, caused by damage or blockage;

c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps, or leaks through any part of a building or other structure, foundation, wall, footing, sidewalk, driveway, or swimming pool; or

d. Water or sewage which backs up through sewers or drains or which overflows from a sump due to damage or blockage that originated outside of the building, even if the damage or blockage is located on your **premises**.

This exclusion applies whether or not there was widespread damage and whether or not the loss was caused by human activity or act of nature.

This exclusion does not apply if:

a. The discharge, release, or overflow is abrupt; and

b. The damage or blockage that resulted in the discharge, release, or overflow is located inside the dwelling or other structure.

We do not insure loss to the system or appliance from which the discharge, release, or overflow occurred.

This exclusion does not apply to ensuing loss caused by fire or explosion.

9. Loss caused by any **business** activity being conducted on your **premises** by any of you or any resident, renter, tenant, roommate, roomer, boarder, or guest of your **premises**.

10. Loss caused by **earth movement**.

This exclusion does not apply to ensuing loss caused by fire, explosion, or theft.

11. Loss caused by:

a. Wear and tear, deterioration;

b. **Marring**;

c. Rust or other corrosion;

d. Inherent vice, latent defect;

e. Mechanical breakdown;

f. Manufacturing defect;

- g. Mold, mildew, or other fungi, their secretions, or dry or wet rot of any kind;
- h. Smog or smoke from agricultural smudging or industrial operations; or
- i. Settling, cracking, shrinkage, bulging, or expansion, including resulting cracking of pavements, patios, foundations, footings, walls, floors, roofs, or ceilings.

This exclusion does not apply to:

- a. Ensuing loss caused by fire or explosion;
- b. The cost of tearing out and replacing any part of your dwelling or other structure necessary to repair the system or appliance; or
- c. Discharge, release, or overflow of water or steam from a heating system, air conditioning system, automatic fire protective sprinkler system, household appliance, or **plumbing system** if:
 - (1) The discharge, release, or overflow is abrupt; and
 - (2) The damage or blockage that resulted in the discharge, release, or overflow is located inside the building or other structure.

We do not insure loss to the system or appliance from which the discharge, release, or overflow occurred.

12. Loss caused by nuclear:

- a. Reaction;
- b. Explosion;
- c. Radiation; or
- d. Radioactive contamination.

This exclusion does not apply to ensuing loss caused by fire or explosion.

13. Loss caused by continuous or repeated seepage or leakage of water or steam from within a heating system, air conditioning system, automatic fire protective sprinkler, household appliance, or **plumbing system** that occurs over a period of weeks, months, or years.

This exclusion does not apply to ensuing loss caused by fire or explosion.

14. Loss caused by:

- a. Solar radiation;
- b. Solar flares; or
- c. Solar rays.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by human activity or act of nature.

15. Loss caused by:

- a. The conduct, act, failure to act, or decision of any person, group, organization, or governmental body, whether intentional, wrongful, negligent, or without fault;
- b. A defect, weakness, inadequacy, fault, or unsoundness in:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, construction, renovation, repair, remodeling, grading, compaction;
 - (3) Materials used in construction, renovation, repair, or remodeling; or
 - (4) Maintenance of any property, including, but not limited to, land, structures,

or improvements of any kind, whether on or off your **premises**.

- c. Weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail, or drought.

This exclusion 15.c. applies only if the weather condition contributes to or combines with any cause or loss excluded in this policy to cause loss or damage.

This exclusion does not apply to ensuing loss unless that loss is otherwise excluded by this policy.

- 16. Loss caused by theft or attempted theft of construction materials and supplies used in the construction, alteration, or repair until your dwelling or other structure is finished or occupied.
- 17. Loss caused by vandalism or malicious mischief, or burglary, theft, attempted theft, or any other unlawful taking of property if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. This 30-day period begins on or after the original inception date of the policy.

A dwelling being constructed, altered, or repaired is not considered vacant.

This exclusion does not apply to ensuing loss caused by fire or explosion.

If the date that the vandalism or malicious mischief occurred is not known, then the date of discovery of the damage will be the date of loss.

- 18. Loss caused by:
 - a. Freezing of a heating system, air conditioning system, automatic fire protective sprinkler system,

household appliance, or **plumbing system**; or

- b. Discharge, leakage, or overflow from the system or appliance caused by freezing.

This exclusion does not apply if you take reasonable care to:

- a. Maintain heat; or
- b. Shut off the water supply and drain the systems and appliances of water;

in the dwelling or other structure where the freezing occurred.

- 19. Loss caused by:
 - a. Animals or creatures owned by, or in the care, custody, or control of, any of you or any renter, tenant, roommate, roomer, boarder, or guest; or
 - b. Pests, including, but not limited to, vermin, insects, arachnids, reptiles, skunks, raccoons, porcupine, birds, opossums, bats, or rodents.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 20. Loss caused by freezing, thawing, pressure, or weight of water, ice, or snow, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, footing, wall, bulkhead, pier, wharf, or dock.
- 21. Loss caused by breakage of glass and safety glazing materials if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. This 30-day period begins on or after the original inception date of the policy. A dwelling being constructed, altered, or repaired is not considered vacant.

22. Loss or damage caused by push from, pressure by, or the presence of:
 - a. Any tree, shrub, plant, or lawn; or
 - b. Any root system from any tree, shrub, plant, or lawn.
23. Loss caused by wind, hail, ice, or snow to antennas, satellite dishes, aerials, positioners, receivers, masts, towers, descramblers, including lead-in wiring, and related satellite dish equipment when any of these types of property are located outdoors.

SECTION I — Our Payment Methods

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the damaged property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay contractor's fees or charges for overhead and profit except to the extent that they are reasonable and incurred.

We will not pay for loss consisting of actual or perceived reduction of market value after we have paid the amount to repair or replace the stolen or damaged property.

The damage to your property will reduce the Amount of Insurance available during the Policy Period shown on the Declarations Page by the amount of the damage.

Your coverage will return to the Amount of Insurance shown on the Declarations Page once repairs or replacements are actually made.

For purposes of settlement of an insured loss to **roof materials**, the **scheduled roof payment** is deemed to be and will determine the **actual cash value** of the loss.

Coverage A — Dwelling

Total Loss Payment Method

A total loss occurs when your dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page for Coverage A — Dwelling.

Partial Loss — Other Than Roof Materials

Actual Cash Value Payment Method

The amount we pay for loss of or damage to your dwelling will be the lowest of:

1. The **actual cash value** of the lost or damaged **component parts** of your dwelling at the time of the loss;
2. The amount required to repair or replace the lost or damaged **component parts** of your dwelling; or
3. The Amount of Insurance shown on the Declarations Page for Coverage A — Dwelling.

Partial Loss — Roof Materials

Scheduled Roof Payment Method

The amount we pay for loss of or damage to **roof materials** for your dwelling will be the lowest of:

1. The **scheduled roof payment**;
2. The amount required to repair or replace the damaged **component parts** of your **roof materials**; or
3. The Amount of Insurance shown on the Declarations Page for Coverage A — Dwelling.

Coverage B — Other Structures

Total and Partial Loss — Other Than Roof Materials

Actual Cash Value Payment Method

The amount we pay for loss of or damage to your other structures will be the lowest of:

1. The **actual cash value** of the lost or damaged **component parts** of your other structure at the time of the loss;
2. The amount required to repair or replace the lost or damaged **component parts** of your other structure; or
3. The applicable Amount of Insurance for your damaged other structure.

Total and Partial Loss — Roof Materials

Scheduled Roof Payment Method

The amount we pay for loss of or damage to **roof materials** for your other structures will be the lowest of:

1. The **scheduled roof payment**;
2. The amount required to repair or replace the damaged **component parts** of your **roof materials**; or
3. The applicable Amount of Insurance for your damaged other structure.

Coverage C — Personal Property

Actual Cash Value Payment Method

The amount we pay for loss of or damage to your personal property will be the lowest of:

1. The **actual cash value** of your stolen or damaged personal property at the time of loss;
2. The amount required to repair or replace the stolen or damaged part of your personal property;

3. Any applicable Special Amount of Insurance; or
4. The Amount of Insurance shown on the Declarations Page for Coverage C — Personal Property.

SECTION I — Specific Losses

Pairs, Sets, or Series of Objects

In case of loss of or damage to a part of a pair, set, series of objects, pieces, or panels, either interior or exterior, we will, at our option:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. For Coverage C — Personal Property only, pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to pay to repair or replace the entire pair, set, series of objects, pieces, or panels when a part is stolen or damaged.

Glass Replacement

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law unless the loss is excluded elsewhere in this policy.

Stolen Property

Before a loss for stolen property is paid or the property is replaced, we may return any stolen property to you at our expense with payment for any damage.

SECTION I — Deductible

No deductible will be applied to Coverage A — Dwelling in the event of a total loss unless stated otherwise in this policy.

All other losses insured by Coverage A — Dwelling, Coverage B — Other Structures, or Coverage C — Personal Property will be subject to the deductible shown on the Declarations Page, or elsewhere in this policy, unless stated otherwise.

SECTION II — Your Liability Coverages

Coverage F — Personal Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage**, caused by an accident to which this coverage applies and that occurs during the Policy Period shown on the Declarations Page, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the compensatory damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

Continuous or repeated exposure to substantially the same general harmful conditions or conduct, whether occurring during one policy period or occurring over more than one policy period, constitutes one accident or offense.

We do not provide coverage for punitive or exemplary damages, regardless of whether they are determined to arise from **bodily injury** or **property damage** to which this coverage applies.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages

resulting from the accident equals the available Limit of Liability shown on the Declarations Page subject to the Aggregate Limit.

If a claim is made or a suit is brought against any of you by any other person or organization for indemnity, reimbursement, or contribution toward damages for **bodily injury** or **property damage**, which is excluded by this policy, we will not provide coverage or defense for that claim or suit.

Coverage G — Medical Payments To Others

We will pay, up to the Limit of Liability shown on the Declarations Page, the actual, reasonable, and necessary **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**.

Coverage G — Medical Payments to Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Coverage G — Medical Payments to Others applies only:

1. To a person on your **premises** with your permission.
2. To a person on or off your **premises** if the **bodily injury**:
 - a. Arises out of a condition in or on your **premises**;
 - b. Is caused by your activities;
 - c. Is caused by a **residence employee** in the course of duties for you; or
 - d. Is caused by an animal owned by you or in your care, custody, or control.

A Medical Payments to Others payment is not an admission of liability by any of you or us.

SECTION II — Your Additional Coverages

1. **Claim Expenses.** We will pay:
 - a. Expenses we incur and costs assessed against you in any suit we defend;
 - b. Premiums on bonds required in a suit we defend, but not for bond amounts greater than the Limit of Liability shown on the Declarations Page for Coverage F — Personal Liability. We are not obligated to apply for or furnish any bonds;
 - c. Expenses you incur at our request, including up to \$250 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
 - d. Prejudgment interest assessed against you on that part of the judgment we pay; and
 - e. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.
2. **First Aid Expenses.** We will pay your reasonable and necessary expenses for first aid to others at the scene of an accident which occurs on your **premises** during the Policy Period shown on the Declarations Page. We will not pay for first aid to any of you.
3. **Damage to Property of Others.** We will pay, at the cost to replace, up to \$500 per accident for Damage to Property of Others caused by any of you during the Policy Period shown on the Declarations Page, provided that at the time of the accident the

property was being used by any of you or was in your care.

SECTION II — Exclusions

Coverage F — Personal Liability Coverage G — Medical Payments To Others

We will not pay for **bodily injury** or **property damage**:

1. Sustained by:
 - a. Any person, persons, or entity named on the Declarations Page;
 - b. Any resident of your household; or
 - c. A **family member**.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of, and in the course of, employment by any of you.

2. Arising out of any act or omission that is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
 - a. Intended or expected the result of the act or omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
 - b. Was under the influence of alcohol or drugs, including, but not limited to, hallucinogens, narcotics, methamphetamines, or any mind-altering drugs;
 - c. Was insane; or
 - d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

3. Arising out of the inhalation, ingestion, absorption, or presence of mold, mildew, or other fungi, their secretions, or dry or wet rot of any kind regardless of the cause, condition, or loss that led to their formation or growth.
4. Arising out of any **business**.
5. Arising out of the rendering or failing to render professional services.
6. Arising out of the actual, alleged, or threatened:
 - a. Discharge;
 - b. Dispersal;
 - c. Seepage;
 - d. Migration;
 - e. Release;
 - f. Escape;
 - g. Ingestion;
 - h. Inhalation; or
 - i. Absorption;of **pollutants** or pathogens at or from any property you:
 - a. Own;
 - b. Rent;
 - c. Occupy;
 - d. Sell;
 - e. Abandon; or
 - f. Give away.
7. Arising out of loss, cost, or expense from any governmental direction or request to:
 - a. Test for;
 - b. Monitor;
 - c. Clean up;
 - d. Remove;

- e. Contain;
- f. Treat;
- g. Detoxify;
- h. Abate;
- i. Remediate; or
- j. Neutralize;

pollutants or pathogens.

8. Arising out of the ownership, operation, maintenance, use, loading, or unloading of:

- a. Aircraft.

This exclusion does not apply to model or hobby aircraft not used or designed to carry people or cargo and flown in compliance with federal, state, and local laws.

- b. A **motor vehicle**, entirely or partially owned or operated by, or rented or loaned to, any of you.

This exclusion does not apply if the **motor vehicle** is not subject to motor vehicle registration and is:

- (1) Used exclusively on your **premises**;
 - (2) Kept in dead storage on your **premises**;
 - (3) On your **premises** and being used to maintain your property;
 - (4) A golf cart while on a golf course and being used for golfing purposes; or
 - (5) Designed specifically for assisting the handicapped.
- c. Watercraft:
 - (1) Owned entirely or partially by, or rented to, any of you if it has motor power of more than 50 total horsepower, as rated by its manufacturer.

(2) Owned entirely or partially by, or rented to, any of you if it is a sailing vessel 26 feet or more in length.

d. Trailers.

This exclusion applies only to trailers while being carried on, connected to, towed by, or hitched for towing by a **motor vehicle**.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of, and in the course of, employment by any of you.

9. Arising out of the entrustment by any of you to any person of any aircraft, **motor vehicle**, watercraft, or trailer that is not insured in SECTION II.

10. Arising out of:

- a. The negligent supervision by any of you of any person;
- b. Any liability by statute imposed on any of you; or
- c. Any liability assumed through an unwritten or written agreement by any of you;

with regard to the ownership, operation, maintenance, or use of any aircraft, **motor vehicle**, watercraft, or trailer that is not insured in SECTION II.

11. Arising out of:

- a. Riot or civil commotion; or
- b. 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 device will be deemed a warlike act even if accidental.

12. Arising out of the transmission of or exposure to a communicable disease.

13. Arising out of child care services provided for a fee by or at the direction of:

- a. Any of you;
- b. Any of your employees; or
- c. Any other person actually or apparently acting on behalf of any of you.

This exclusion does not apply to the occasional child care services provided by any of you or to the part-time child care services provided by any of you under 22 years of age.

14. Arising out of any:

- a. Sexual act;
- b. Molestation;
- c. Corporal punishment; or
- d. Physical or mental abuse.

15. Arising out of the:

- a. Use;
- b. Sale;
- c. Cultivation;
- d. Growth;
- e. Manufacture;
- f. Distribution;
- g. Delivery;
- h. Processing;
- i. Transfer; or
- j. Possession;

of marijuana, or any controlled substance that is illegal under either a federal or state law, including, but not limited to:

- a. Explosives;
- b. Cocaine;

- c. Lysergic acid diethylamide (LSD);
 - d. Methamphetamines;
 - e. All prescription-only drugs;
 - f. All opioids; and
 - g. All narcotic drugs.
16. Arising out of nuclear:
- a. Reaction;
 - b. Explosion;
 - c. Radiation; or
 - d. Radioactive contamination.

17. Arising out of any premises owned by or leased to any of you that is not described in this policy.

18. Resulting from an act committed by any of you in the course of, or in furtherance of, any crime or offense of a violent nature.

19. Arising out of liability for your share of any loss for an assessment charged against any or all members of any:

- a. Association;
- b. Corporation; or
- c. Community;

of tenants or property owners.

20. Resulting from any animal, which any of you are aware has a prior history of biting or attacking persons or other animals.

This exclusion does not apply if:

- a. The animal is under the ownership, custody, control or possession of any resident, renter, tenant, roommate, roomer, or boarder on that part of the **premises** not occupied by any of you; and
- b. You have made or are making reasonable and documented attempts to remove the animal from the **premises**.

21. Arising out of the rental or holding for rental of any property owned by any of you.

This exclusion does not apply to the rental or holding for rental:

- a. Of that part of your dwelling not occupied by any of you; or
- b. To less than three renters, tenants, roomers, or boarders in that part of your dwelling occupied by any of you.

Coverage F — Personal Liability

We will not pay for:

- 1. Liability assumed in an unwritten or written contract or agreement in connection with a **business** of any of you.
- 2. Liability arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.
- 3. Damage to property:
 - a. Owned;
 - b. Sold;
 - c. Rented to others;
 - d. Abandoned; or
 - e. Given away;
 by any of you.
- 4. Damage to property rented to, occupied by, or used by any of you or in your care, except **property damage** caused by:
 - a. Fire;
 - b. Smoke; or
 - c. Explosion.
- 5. **Bodily injury** to any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability, or occupational disease law.

Coverage G — Medical Payments To Others

We will not pay for **bodily injury**:

1. To a **residence employee** if **bodily injury** occurs off your **premises** and does not arise out of, or in the course of, employment by any of you.
2. To any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability, or occupational disease law.

Damage To Property Of Others

We will not pay for damage:

1. Otherwise insured in this policy.
 2. Caused intentionally by any one of you who is 13 years old or older.
 3. To property owned by any of you or any resident, renter, tenant, roommate, roomer, or boarder of your household.
 4. Arising out of:
 - a. Any **business**; or
 - b. Any act or omission in connection with a premises owned, rented, or controlled by any of you that is not described in this policy.
 5. Arising out of the ownership, operation, maintenance, loading, unloading, or use of any:
 - a. Aircraft;
 - b. **Motor vehicle**;
 - c. Watercraft; or
 - d. Trailer.
- This exclusion does not apply to:
- a. Golf carts while being used for golfing purposes; or
 - b. Equipment usual and incidental to the maintenance of your **premises**.

Policy Conditions

1. **Insurable Interest, Amounts of Insurance, and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:
 - a. The interest of the person or organization insured; or
 - b. The applicable Amount of Insurance.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance or the Limits of Liability.

In any one accident, the most we will pay for Coverage F — Personal Liability will be the limit shown on the Declarations Page regardless of the number of:

- a. People insured;
- b. Claims made; or
- c. Suits brought.

In any one policy period, the most we will pay for Coverage F — Personal Liability is \$2,000,000 regardless of the number of claims, suits, accidents, or offenses.

2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the:
 - a. Responsibilities;
 - b. Acts; and
 - c. Failures to act;of any of you will be binding upon all of you.
3. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss or claim relating to this insurance, any of you:

- a. Intentionally conceal or misrepresent any material fact or circumstance;
- b. Engage in fraudulent conduct; or
- c. Make false statements.

4. **What to Do When You Have a Loss.**

You or someone on your behalf must promptly report to the police any:

- a. Theft;
- b. Robbery; or
- c. Burglary;

after you discover the loss.

In the event of a loss, accident, or offense, you or someone on your behalf must notify us as soon as reasonably practicable.

The quickest way is to phone us or your insurance representative.

Please give:

- a. Your name;
- b. Policy number;
- c. How the loss, accident, or offense happened;
- d. The extent of the damages or injuries;
- e. Names of witnesses; and
- f. All other pertinent facts.

You must promptly send us any demand, notice, summons, or other legal papers you receive.

If we need other information to investigate the claim, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect your insured property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do

so. You may be required to show us the damaged property. You may be required to submit to examination under oath. You will be required to cooperate with us in our effort to investigate the loss, accident, or offense, settle any claims against you, and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost:

- a. Voluntarily make any payment;
- b. Assume any obligation; or
- c. Incur any expenses other than:
 - (1) First Aid Expenses to others;
 - (2) Emergency Repairs After Loss; or
 - (3) Emergency Removal of Personal Property.

We will make settlement within the shorter of:

- a. 30 days; or
- b. Any state-required number of days;

after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select an appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. If the appraisers advise each of us that they cannot agree on an umpire, you or we shall then first request the American Arbitration Association (AAA) to select an umpire. Only if the AAA advises you and us in writing that it cannot appoint an umpire, you and we may then jointly request a judge in the

judicial district where the **premises** is located to select an umpire.

The agreement of any two will determine the amount of the loss for damage to your property.

In order for a person to be selected or appointed as an appraiser or umpire, the person must be competent, independent, neutral, and impartial.

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

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation, or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

6. **Other Insurance.**

a. SECTION I — Your Property Coverages

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

If, at the time of loss, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

b. SECTION II — Your Liability Coverages

This insurance is excess over other valid and collectible insurance except insurance written specifically to insure excess over the limits that apply in this policy.

7. **Our Right to Recover From Others.**

After we have paid a claim, except for Medical Payments to Others, we have the right to recover the payment from anyone who may be held responsible for the loss, accident, or offense. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in this policy.

Suit must be brought within one year after the loss occurs.

9. **Mortgagee.** An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.

- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

10. **Changes.**

a. Policy changes

- (1) If any provision of this policy is in conflict with any legal requirements at the time your policy is written, it is automatically changed to conform to those legal requirements.
- (2) If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.
- (3) The only other way this policy can be changed is if we change it in writing. The change will be made a part of this policy. Any change in your premium will be made at this time.
- (4) If your policy is renewed, we will furnish you any form revisions applicable to your policy.

b. Midterm Rate Changes

The premium you are charged for this policy is based on information that you provided to us and on information we gather from other sources. You must immediately inform us if any of the

information you have provided to us changes, is incomplete, or is incorrect. Based on the changed, completed, or corrected information we gather from you or any other sources, we may decrease or increase the premium for your policy during the Policy Period.

Any premium increase or decrease will be based on the rules and rates in effect at the inception of the Policy Period.

- 11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
- 12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for other **family members** or your legal representatives, but only with respect to the coverages provided by this policy at the time of death, and only for the remainder of the Policy Period shown on the Declarations Page.
- 13. **Abandoned Property.** We are not obligated to accept abandoned property.
- 14. **No Benefit to Bailee.** This insurance will not benefit any person or organization who is in the care, custody, or control of your property or is handling your property for a fee.
- 15. **Inspections and Reports.** We are permitted, but not obligated, to inspect your property and order reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation, or building code. This condition applies not only to us, but also to any rating, advisory, inspection service, or similar organization which makes insurance inspections, surveys, or reports.

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate Amounts of Insurance. We may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the Amounts of Insurance, you may do so by contacting your insurance representative.

17. **Salvage Rights.** If as a result of your loss we replace your property or pay you for your property, other than for repair of your property, at our option we have the right, but not the obligation, to take legal title of your property.

18. **Trustee Interest.** If ownership of insured property is held by a Trust, the following provisions apply in addition to the provisions contained in the Definitions:

a. **SECTION I — Your Property Coverages**

(1) With respect to Coverage A — Dwelling, Coverage B — Other Structures, and Coverage C — Personal Property, you, your, and yours mean the Trust and beneficiaries of the Trust who reside in your dwelling.

(2) With respect to Coverage E — Additional Living Expense, you, your, and yours mean a resident of your dwelling

who is either a Trustee or a beneficiary of the Trust.

(3) With respect to Your Additional Coverages, you, your, and yours mean the Trust and beneficiaries of the Trust who reside in your dwelling as their interests may appear.

b. **SECTION I — Exclusions**

All exclusions apply to the interests of, and losses sustained by, any of the Trust, Trustees, and beneficiaries of the Trust.

c. **SECTION H — Your Liability Coverages**

With respect to Coverage F — Personal Liability and Coverage G — Medical Payments to Others, you, your, and yours mean the Trust, the beneficiaries of the Trust who reside in your dwelling shown on the Declarations Page, and the Trustees who reside in your dwelling or are acting in the course and scope of their duties as Trustees.

d. **SECTION II — Exclusions**

All exclusions apply to the claims made or suits brought against any of the Trust, Trustees, and beneficiaries of the Trust.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



MICHAEL J. COK
President



MARTIN R. BROWN
Secretary

Appendix A

Type of Roof Surface Material

Age of Roof in Years	Composition Shingles (expected life)						All Other Material Types
	Less Than or Equal to 30 Yrs	Greater Than 30 Yrs	Wood	Tile	Slate	Metal	
0	100%	100%	100%	100%	100%	100%	100%
1	96.7%	98%	97.5%	98%	98.7%	98.7%	97%
2	93.3%	96%	95.0%	96%	97.3%	97.3%	94%
3	90.0%	94%	92.5%	94%	96.0%	96.0%	91%
4	86.7%	92%	90.0%	92%	94.7%	94.7%	88%
5	83.4%	90%	87.5%	90%	93.4%	93.4%	85%
6	80.0%	88%	85.0%	88%	92.0%	92.0%	82%
7	76.7%	86%	82.5%	86%	90.7%	90.7%	79%
8	73.4%	84%	80.0%	84%	89.4%	89.4%	76%
9	70.0%	82%	77.5%	82%	88.0%	88.0%	73%
10	66.7%	80%	75.0%	80%	86.7%	86.7%	70%
11	63.4%	78%	72.5%	78%	85.4%	85.4%	67%
12	60.0%	76%	70.0%	76%	84.0%	84.0%	64%
13	56.7%	74%	67.5%	74%	82.7%	82.7%	61%
14	53.4%	72%	65.0%	72%	81.4%	81.4%	58%
15	50.1%	70%	62.5%	70%	80.1%	80.1%	55%
16	46.7%	68%	60.0%	68%	78.7%	78.7%	52%
17	43.4%	66%	57.5%	66%	77.4%	77.4%	49%
18	40.1%	64%	55.0%	64%	76.1%	76.1%	46%
19	36.7%	62%	52.5%	62%	74.7%	74.7%	43%
20	33.4%	60%	50.0%	60%	73.4%	73.4%	40%
21	30.1%	58%	47.5%	58%	72.1%	72.1%	37%
22	26.7%	56%	45.0%	56%	70.7%	70.7%	34%
23	25%	54%	42.5%	54%	69.4%	69.4%	31%
24	25%	52%	40.0%	52%	68.1%	68.1%	28%
25	25%	50%	37.5%	50%	66.8%	66.8%	25%
26	25%	48%	35.0%	48%	65.4%	65.4%	25%
27	25%	46%	32.5%	46%	64.1%	64.1%	25%
28	25%	44%	30.0%	44%	62.8%	62.8%	25%
29	25%	42%	27.5%	42%	61.4%	61.4%	25%
30 or more	25%	40%	25.0%	40%	60.1%	60.1%	25%