

Homeowners Policy Basic

AP4689



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General

Definitions Used In This Policy

1. **You** or **your** means the person named on the Policy Declarations as the insured and that person's resident spouse.
2. **We, us, or our** means the company named on the Policy Declarations.
3. **Insured person(s)** means **you** and, if a resident of your household:
 - a) any relative; and
 - b) any dependent person in **your** care.

Under **Family Liability Protection-Coverage X** and **Guest Medical Protection-Coverage Y**, **insured person** also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. **We** do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner.
 - b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.
4. **Bodily injury** means physical harm to the body, including sickness or disease, and resulting death, or any resulting symptom, effect, condition, disease or illness. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus or other organism, any of which are transmitted by any **insured person** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured person** to any other person.

Under **Guest Medical Protection-Coverage Y**, **bodily injury** means physical harm to the body, including sickness or disease. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus or other organism, any of which are transmitted by any **insured person** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured person** to any other person.

5. **Building structure** means a structure with walls and a roof.
6. **Business** means:
 - a) any full- or part-time activity of any kind engaged in for economic gain and the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**. However, the mutual exchange of home day care services is not considered a **business**;
 - b) any property rented or held for rental by an **insured person**. Rental of **your residence premises** is not considered a **business** when:
 - 1) it is rented occasionally for residential purposes;
 - 2) a portion is rented to not more than two roomers or boarders; or
 - 3) a portion is rented as a private garage.

7. **Residence premises** means the **dwelling**, other structures and land located at the address stated on the Policy Declarations.
8. **Insured premises** means:
 - a) the **residence premises**; and
 - b) under **Section II** only:
 - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquire for **your** use as a private residence while this policy is in effect;
 - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
 - 3) cemetery plots or burial vaults owned by an **insured person**;
 - 4) vacant land, other than farmland, owned by or rented to an **insured person**;
 - 5) land owned by or rented to an **insured person** where a one-, two-, three- or four-family **dwelling** is being built as that person's residence;
 - 6) any premises used by an **insured person** in connection with the **residence premises**;
 - 7) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.
9. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, during the policy period, resulting in **bodily injury** or **property damage**.
10. **Property damage** means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.
11. **Residence employee** means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.
12. **Dwelling** means a one-, two-, three- or four-family building, identified as the insured property on the Policy Declarations, where **you** reside and which is principally used as a private residence.
13. **Sinkhole activity** means the settlement or systematic weakening of the earth supporting the **dwelling** or a covered **building structure**, but only when such settlement or systematic weakening results from movement or raveling of soils, sediments or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation. **We** do not cover **catastrophic ground cover collapse** under Sinkhole Activity Coverage.
14. **Catastrophic ground cover collapse** means geological activity that results in all the following:
 - a) the abrupt collapse of the ground cover;
 - b) a depression in the ground cover clearly visible to the naked eye;

- c) structural damage to a **building structure**, including the foundation, that **we** cover under **Dwelling Protection–Coverage A or Other Structures Protection–Coverage B**; and
- d) that **building structure** being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that **building structure**.

Catastrophic ground cover collapse does not include structural damage consisting merely of settling or cracking of a foundation, structure or **building structure**.

Insuring Agreement

In reliance on the information **you** have given **us**, **we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with the policy terms and conditions, and inform **us** of any change in title, use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The policy period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

The terms of this policy impose joint obligations on the person named on the Policy Declarations as the insured and on that person's resident spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

The terms of this policy impose joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

Agreements We Make With You

We make the following agreements with **you**:

Conformity To State Statutes

When the policy provisions conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

Coverage Changes

When **we** broaden coverage during the premium period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state.

The rates in effect at the beginning of **your** current premium period will be used to calculate any change in **your** premium.

Policy Transfer

You may not transfer this policy to another person without **our** written consent.

Continued Coverage After Your Death

If **you** die, coverage will continue until the end of the premium period for:

- 1) **Your** legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of **your** death;
- 2) An **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified.

Renewal

If **we** intend to renew **your** policy, **we** will mail **you** an offer to renew **your** policy at least 45 days before the end of the policy period.

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

We may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 90 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason. If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice. If the cancellation is for any other reason, **we** will give **you** at least 20 days' notice. If **you** have had a policy with **us** or an affiliate company that insured the same **residence premises** as this policy for a period of at least five years prior to the date of cancellation, **we** will give **you** at least 180 days' notice, unless the cancellation is for non-payment of premium. If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice.

When this policy has been in effect for 90 days or less, **we** may cancel for any reason, except **we** may not cancel:

1. on the basis of property insurance claims that are the result of an Act of God, unless **we** can demonstrate, by claims frequency or otherwise, that **you** have failed to take action reasonably necessary as requested by **us** to prevent recurrences of damage to the insured property.
2. on the basis of filing claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole damage or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such claim. However, **we** may cancel this policy if:
 - a) the total of such property claim payments for this policy exceeds the current policy limits of coverage for **property damage**; or
 - b) **you** have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

3. on the basis of a single claim on a property insurance policy which is the result of water damage unless **we** can demonstrate **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the insured property.

When this policy has been in effect for 90 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. the policy was obtained by misrepresentation, fraud or concealment of material facts;
3. there has been substantial change or increase in hazard in the risk **we** originally accepted;
4. material misstatement; or
5. **we** have mailed notice within the first 90 days that **we** do not intend to continue the policy.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice. If the cancellation is for any other reason, **we** will give **you** at least 180 days' notice or if the cancellation would be effective between June 1 and November 30, **we** will give **you** at least 180 days' notice or notice by June 1, whichever is earlier.

If the cancellation is for non-payment of premium by **your** mortgage lender and the premium payment made is not more than 90 days overdue, **we** shall reinstate the insurance policy, retroactive to the date of cancellation.

Our mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and time stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or within 15 working days after the effective date of cancellation. Any unearned premium amounts under \$5.00 will be refunded only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:

We have the right not to renew or continue this policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will give **you** notice at least 180 days before the end of the premium period or, for any non-renewal that would be effective between June 1 and November 30, **we** will give **you** notice at least 180 days before the end of the premium period or notice by June 1, whichever is earlier. **Our** mailing the notice of non-renewal to **you** will be deemed proof of notice.

We may non-renew or discontinue this policy for any reason, except:

1. on the basis of property insurance claims that are the result of an Act of God, unless **we** can demonstrate, by claims frequency or otherwise, that **you** have failed to take action reasonably necessary as requested by **us** to prevent recurrences of damage to the insured property.
2. on the basis of filing claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole damage or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such claim. However, **we** may non-renew or discontinue this policy if:

- a) the total of such property claim payments for this policy exceeds the current policy limits of coverage for **property damage**; or
 - b) **you** have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
3. on the basis of a single claim on a property insurance policy which is the result of water damage unless **we** can demonstrate **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the insured property.

Concealment Or Fraud

This policy is void if it was obtained by misrepresentation, fraud or concealment of material facts. If it is determined that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

We do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

What Law Will Apply

This policy is issued in accordance with the laws of Florida and covers property or risks principally located in Florida. Subject to the following paragraph, the laws of Florida shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside Florida, claims or disputes regarding that covered loss to property, or any other covered **occurrence** may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in Florida. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in Florida, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside Florida, lawsuits regarding that covered loss to property, or any other covered **occurrence** may also be brought in the judicial district where that covered loss to property, or any other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Section I—Your Property

Dwelling Protection—Coverage A

Property We Cover Under Coverage A:

1. **Your dwelling** including attached structures. Structures connected to **your dwelling** by only a fence, utility line or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.

Property We Do Not Cover Under Coverage A:

1. Any structure including fences or other property covered under **Other Structures Protection—Coverage B**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

Other Structures Protection—Coverage B

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures attached to **your dwelling** by only a fence, utility line or similar connection.
3. Construction materials and supplies at the address of the **residence premises** for use in connection with other structures.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for **business** purposes.
2. Any structure or other property covered under **Dwelling Protection—Coverage A**.
3. Construction materials and supplies at the address of the **residence premises** for use in connection with the **dwelling**.
4. Land.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

Personal Property Protection—Coverage C

Property We Cover Under Coverage C:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located at a residence other than the **residence premises**, coverage is limited to 10% of **Personal Property Protection—Coverage C**.

This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after **you** begin to move

property there or to personal property in student dormitory, fraternity or sorority housing.

2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If personal property can reasonably be considered as part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Personal Property Protection—Coverage C**. The total amount of coverage for each group in any one loss is as follows:

1. \$ 100 — Money, bullion, banknotes, coins and other numismatic property.
2. \$ 500 — Accounts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, securities, tickets and stamps, including philatelic property.
3. \$ 500 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts and motors.
4. \$ 500 — Trailers not used with watercraft.
5. \$ 500 — Theft of jewelry, watches, precious and semiprecious stones, gold other than goldware, silver other than silverware, platinum and furs, including any item containing fur which represents its principal value.
6. \$ 1,000 — Theft of silverware, pewterware and goldware.
7. \$ 1,000 — Trading cards, comic books and Hummels, subject to a maximum amount of \$250 per item.
8. \$ 1,000 — Theft of firearms or firearm accessories.
9. \$ 1,000 — Manuscripts, including documents stored on electronic media.
10. \$ 500 — Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
11. \$ 3,000 — Electronic data processing equipment and the recording or storage media used with that equipment. Recording or storage media will be covered only up to:
 - a) the retail value of the media, if pre-programmed; or
 - b) the retail value of the media in blank or unexposed form, if blank or self-programmed.
12. \$ 10,000 — Theft of rugs, including, but not limited to, any handwoven silk or wool rug, carpet, tapestry, wall hanging or other similar article whose principal value is determined by its color, design, quality of wool or silk, quality of weaving, condition or age; subject to a maximum amount of \$2,500 per item.

Property We Do Not Cover Under Coverage C:

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. **We** do cover motorized land vehicles designed for assisting the handicapped or used solely for the service of the **insured premises** and not licensed for use on public roads.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders or tenants not related to an **insured person**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. **Business** property whether at or away from the **residence premises**.
8. Property held as samples or for sale or delivery after a sale.
9. Any device, instrument, cellular communication system, radar signal reception system, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, sound or picture which may be powered by electricity from a motorized land vehicle or watercraft and while in or upon a motorized land vehicle or watercraft. **We** do not cover tapes, wires, records, disks or other mediums that may be used with these devices or instruments while in or upon a motorized land vehicle or watercraft.
10. Satellite dish antennas and their systems.

Losses We Cover Under Coverages A, B and C:

We will cover sudden and accidental direct physical loss to the property described in **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B** and **Personal Property Protection–Coverage C** except as limited or excluded in this policy, caused by:

1. Fire or lightning.
2. Windstorm or hail.

We do not cover:

- a) loss to the interior of a **building structure**, or covered property inside, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, **we** do cover canoes and rowboats on the **residence premises**.

3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.
We do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations.
8. Vandalism or malicious mischief.
We do not cover vandalism or malicious mischief if **your** covered **dwelling** has been vacant for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant.
9. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.
We do not cover:
 - a) theft or attempted theft committed by an **insured person**;
 - b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied;
 - c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
 - d) when away from the **residence premises**, theft of: trailers; campers; or watercraft, including furnishings, equipment and outboard motors; or
 - e) theft from that part of the **residence premises** rented by **you** to other than an **insured person**.

10. Breakage of glass which is part of the covered **building structure**. **We** pay a maximum of \$50 for each **occurrence**.
We do not cover loss to glass if the covered **building structure** has been vacant for more than 30 consecutive days prior to the loss.
11. **Sinkhole activity**, but only if Sinkhole Activity Coverage is shown on the Policy Declarations.
We do not cover losses caused by **sinkhole activity** under **Personal Property Protection–Coverage C**, unless the **sinkhole activity** causes structural damage to the **dwelling**, including the foundation, that **we** cover under **Dwelling Protection–Coverage A** or damage to a **building structure** **we** cover under **Other Structures Protection–Coverage B**.
12. **Catastrophic ground cover collapse**.

Losses We Do Not Cover Under Coverages A, B and C:

We do not cover loss to the property described in Dwelling Protection–Coverage A, Other Structures Protection–Coverage B and Personal Property Protection–Coverage C caused by or consisting of:

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
2. Water or any other substance that backs up through sewers or drains.
3. Water or any other substance that overflow from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1. through 4. listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water. Earth movement does not include **catastrophic ground cover collapse**. **We do cover sinkhole activity** when Sinkhole Activity Coverage is shown on the Policy Declarations.

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**, except as specifically provided in **Section I, Additional Protection** under item 10., **Building Codes**.

We do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

7. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
9. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
 - a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies regardless of whether or not the **insured person** is actually charged with or convicted of a crime.

10. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

11. Vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
12. War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
13. Weather conditions that contribute in any way with a cause of loss excluded in this section to produce a loss.
14. Planning, construction or maintenance, meaning 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 property whether on or off the **residence premises** by any person or organization.

15. We do not cover loss to covered property described in **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C** when:
 - a) there are two or more causes of loss to the covered property; and
 - b) the predominant cause(s) of loss is (are) excluded under **Losses We Do Not Cover**, items 1. through 14. above.

However, any sudden and accidental loss to property described in **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C** that follows item 1. through 14. above is covered, unless excluded by this policy.

16. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

Additional Protection

1. Additional Living Expense

- a) **We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C** will be limited to the least of the following:

- 1) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- 2) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere;
- 3) 12 months; or
- 4) 10% of the limit of liability as shown on the Policy Declarations for **Dwelling Protection–Coverage A**.

- b) **We** will pay **your** lost fair rental income resulting from a covered loss under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C**, less charges and expenses which do not continue, when a loss **we** cover under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C**, makes the part of the **residence premises you** rent to others, or hold for rental, uninhabitable. **We** will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months or 10% of the limit of liability as shown on the Policy Declarations for **Dwelling Protection–Coverage A**. However, payments for **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- c) **We** will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a peril **we** insure against. However, payments for increase in living expenses or **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. Credit Card And Check Forgery

We will pay for loss:

- a) that an **insured person** is legally required to pay for the unauthorized use of any credit card issued to or registered in the name of an **insured person**;
- b) caused by forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person's** account.

Our maximum limit of liability for any one loss is \$1,000. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

We do not cover:

- a) loss arising from any **business** of an **insured person**;
- b) loss caused by or at the direction of an **insured person** or any other person who has been entrusted with any credit card; or
- c) loss arising out of dishonesty of an **insured person**.

When loss is discovered, the **insured person** must give **us** immediate written notice. If the loss involves a credit card or charge plate the **insured person** must also give immediate written notice to the company or bank that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

We will pay only for loss occurring during the policy period, including those losses discovered and reported to **us** within one year after the policy has terminated. **We** have the right to investigate and settle any claim or suit as **we** deem appropriate. Full payment of the amount of insurance for any one loss ends **our** obligation under each claim or suit arising from the loss.

We will defend any suit brought against an **insured person** for the enforcement of payment covered under paragraph 2.a) of this protection. The defense will be at **our** expense, with counsel of **our** choice.

We have the option to defend an **insured person** or the **insured person's** bank against a suit for the enforcement of payment covered under paragraph 2.b) of this protection. The defense will be at **our** expense, with counsel of **our** choice.

No deductible applies to this protection.

3. Debris Removal

We will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the limit of liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

4. **Emergency Removal Of Property**
We will pay for sudden and accidental physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. **Fire Department Charges**
We will pay up to \$250 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**. No deductible applies to this protection.

6. **Temporary Repairs After A Loss**
We will reimburse **you** up to \$5,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

7. **Trees, Shrubs, Plants And Lawns**
We will pay up to an additional 5% of the limit of liability shown on the Policy Declarations under the **Dwelling Protection-Coverage A** coverage for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. **We** will not pay more than \$250 for any one tree, shrub or plant including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief or theft.

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

8. **Temperature Change**
We will pay for loss to covered personal property in a **building structure** at the **residence premises** resulting from a change in temperature. The change in temperature must result from a covered loss to the **building structure**.

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

9. **Arson Reward**
We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

10. **Building Codes**
The limit of liability for **Building Codes** coverage is shown on **your** Policy Declarations as a percentage of the limit of liability for **Dwelling Protection-Coverage A**. **We** will pay up to the limit of liability for **Building Codes** coverage to comply with applicable laws regulating the construction, use or repair of any property or requiring the tearing down of any property after a covered loss to covered **building structures** and

when the repair or replacement results in increased costs due to the enforcement of these laws. Such coverage shall include the removing of debris and shall apply only to repairs of the damaged portion of the covered **building structure**, unless the total damage to the covered **building structure** exceeds 50% of the replacement cost of the covered **building structure**. The amount of insurance provided by this coverage is a separate limit of liability, and is the maximum **we** will pay for any one loss.

Section I Conditions

1. **Deductible**
We will pay only when a covered loss exceeds the deductible shown on the Policy Declarations. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.
2. **Insurable Interest And Our Liability**
In the event of a covered loss, **we** will not pay for more than an **insured person's** insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.
3. **What You Must Do After A Loss**
In the event of a loss to any property that may be covered by this policy, **you** must:
 - a) promptly give **us** or **our** agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card or charge plate, give written notice to the company or bank that issued the card or plate.
 - b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
 - c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
 - d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
 - e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income.
 - f) as often as **we** reasonably require:
 - 1) show **us** the damaged property.
 - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
 - 3) produce employees, members of the insured's household or others to the extent it is within the **insured person's** power to do so; and
 - g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
 - 1) the date, time, location and cause of loss;

- 2) the interest **insured persons** and others have in the property, including any encumbrances;
- 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
- 4) any other insurance that may cover the loss;
- 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
- 6) at **our** request, the specifications of any damaged **building structure** or other structure;
- 7) evidence supporting any claim under the **Credit Card And Check Forgery** protection. State the cause and amount of loss.

4. **How We Pay For A Loss**

Within 90 days after **we** receive notice of a claim under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C** from **you**, **we** shall pay or deny such claim or a portion of the claim unless the failure to pay such claim or a portion of the claim is caused by factors beyond **our** control which reasonably prevents such payment. Claims will be paid within 20 days of written agreement between **you** and **us**.

Under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B and Personal Property Protection–Coverage C**, payment for covered loss will be by one or more of the following methods:

a) **Actual Cash Value Method**

Except as provided in the **Building Structure Replacement Cost Method** or **Personal Property Replacement Cost Method** provisions, payment for a covered loss will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the limit of liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

b) **Building Structure Replacement Cost Method**

Except as otherwise provided below, payment for a covered loss under **Dwelling Protection–Coverage A and Other Structures Protection–Coverage B**, except for a total loss, will be on a replacement cost basis, meaning that the amount **we** pay **you** for the repair, rebuilding or replacement of the damaged, destroyed or stolen covered property will not include a deduction for depreciation. When **we** make payment on a replacement cost basis, **our** payment will not be conditioned on **you** actually repairing, rebuilding or replacing the damaged, destroyed or stolen covered property.

In the event of a covered loss caused by **sinkhole activity**, payment to repair, rebuild or replace the damaged or destroyed **dwelling or building structure** will be on an actual cash value basis until **you** enter into a contract for the performance of building stabilization or foundation repairs. Payment on an actual cash value basis means there may be a deduction for depreciation.

Once **you** enter into a contract for the performance of building stabilization or foundation repairs, **we** shall pay the additional amounts necessary to begin and perform the repairs, rebuilding or replacement of the damaged or destroyed **dwelling or building structure**, including the foundation, as the work is performed and the expenses are incurred. If repair has begun and the engineer selected or approved by **us** determines that the repair cannot be completed within the appropriate limits of liability, **we** must either pay to complete the engineer's recommended repair or pay **you** the appropriate limits of liability without a reduction for the repairs or expenses incurred.

For direct physical losses caused by **sinkhole activity**, other than total losses, payment includes the reasonable and necessary cost to replace, rebuild, stabilize or otherwise restore the earth necessary to support that part of the **dwelling or building structure**, including the foundation, sustaining a covered loss caused by **sinkhole activity**, but only if **you** enter into a contract to stabilize the earth in a manner consistent with the recommendations of the engineer **we** select or approve. Payments under such contract will be made in consultation with **you**.

Payment also includes the reasonable and necessary cost to treat or remove and dispose of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss.

This payment shall not include any amounts which may be paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**, and shall not be payable for any losses excluded in **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, item 16.

Our payment under this **Building Structure Replacement Cost Method** provision will not exceed the smallest of the following amounts:

- 1) the reasonable and necessary cost to replace the damaged part(s) of the **building structure(s)** with equivalent construction for similar use on the same **residence premises**;
- 2) the reasonable and necessary cost to repair the damaged part(s) of the **building structure(s)** with equivalent construction for similar use on the same **residence premises**;
- or
- 3) either:
 - i) the limit of liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Dwelling Protection–Coverage A or Other Structures Protection–Coverage B**, regardless of the number of **building structures** and structures other than **building structures** involved in the loss; or
 - ii) 120% of the limit of liability applicable to the **building structure(s)** as shown on the Policy Declarations for

Dwelling Protection–Coverage A or Other Structures Protection–Coverage B, regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

This sub-item b)3)ii) will only apply if:

- (a) **you** have paid the additional premium to purchase **Building Structure Replacement Cost Method** Extended Limits;
- (b) the Policy Declarations indicates that **Building Structure Replacement Cost Method** Extended Limits applies; and
- (c) at the time of a covered loss, the following requirements below are met:
 - (1) **You** insure **your dwelling**, attached structures and detached **building structures** to 100% of replacement cost as determined by:
 - (i) **our** estimate completed and based on the accuracy of information **you** furnished; or
 - (ii) **our** inspection of **your residence premises**;
 - (2) **You** have accepted the Property Insurance Adjustment Condition, agree to accept each annual adjustment in the **Dwelling Protection–Coverage A** limit of liability, and pay any additional premium charged; and
 - (3) **You** notify **us** within 60 days of the start of any modifications that increase the aggregate value of **your dwelling**, attached structures and detached **building structures** at the **residence premises** by \$5,000 or more, and pay any resulting additional premium due for the increase in value.

If **you** fail to meet any of these three requirements at the time of a covered loss then sub-item b)3)ii) will not apply.

If **you** replace the damaged **building structure(s)** at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under this **Building Structure Replacement Cost Method** provision. The amount payable under this **Building Structure Replacement Cost Method** provision does not include the value of any land associated with the replacement structure(s).

This **Building Structure Replacement Cost Method** provision will not apply to:

- 1) property covered under **Personal Property Protection–Coverage C**;
- 2) property covered under **Other Structures Protection–Coverage B** that is not a **building structure**;
- 3) any building or **building structure** covered under **Other Structures Protection–Coverage B** where the roof coverings or exterior walls are of screen, fabric, thatch, lattice, slats or similar material;
- 4) wall-to-wall carpeting and fences whether or not fastened or attached to a **building structure**;
- 5) pools, awnings and outdoor antennas which are not attached to a **building structure** or which are attached to a **building structure** other than the **dwelling**; and
- 6) land.

However, this **Building Structure Replacement Cost Method** provision will apply to:

- 1) any building or attached **building structure** covered under **Dwelling Protection–Coverage A** where the roof coverings or exterior walls are of screen, fabric, thatch, lattice, slats or similar material; and
- 2) pools, awnings and outdoor antennas which are attached to the **dwelling**.

Payment under **Section I Conditions**, item 5., **How We Pay For A Loss**, sub-items a) **Actual Cash Value Method** or b) **Building Structure Replacement Cost Method** above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of **building structures** or other structures except as provided under **Section I, Additional Protection**, item 10., **Building Codes**.

- c) **Personal Property Replacement Cost Method**
When the Policy Declarations shows that Personal Property Payment provision applies under **Personal Property Protection–Coverage C**, and except as otherwise provided below, payment for a covered loss under **Personal Property Protection–Coverage C** will be on a replacement cost basis, meaning that the amount **we** pay **you** for the repair, rebuilding or replacement of the damaged, destroyed or stolen covered property will not include a deduction for depreciation. When **we** make payment on a replacement cost basis, **our** payment will not be conditioned on **you** actually repairing, rebuilding or replacing the damaged, destroyed or stolen covered property.

Our payment under this **Personal Property Replacement Cost Method** provision will not exceed the smallest of the following amounts:

- 1) the reasonable and necessary cost to replace the property with similar property of like kind and quality;
- 2) the reasonable and necessary cost to repair the property with similar property of like kind and quality; or
- 3) the limit of liability shown on the Policy Declarations for **Personal Property Protection–Coverage C**, or any special

limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

This **Personal Property Replacement Cost Method** provision will not apply to:

- 1) property insured under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent natures, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes but is not limited to memorabilia, souvenirs and collector's items; or
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss.

5. **Our Settlement Of Loss**

We will settle any covered loss with **you** unless another payee is named in the policy. **We** will settle within 20 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award or a court judgment.

6. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

7. **Abandoned Property**

We are not obligated to accept any property or responsibility for any property abandoned by an **insured person**.

8. **Permission Granted To You**

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A **building structure** under construction is not considered vacant.
- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

9. **Our Rights To Recover Payment**

When **we** pay for any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

10. **Our Rights To Obtain Salvage**

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

We will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

11. **Suit Against Us**

No suit or action may be brought against **us** unless there has been full compliance with all policy terms. Any suit or action must be brought within five years after the inception of loss or damage.

12. **Glass Replacement**

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

13. **No Benefit To Bailee**

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

14. **Other Insurance**

If both this insurance and other insurance apply to a loss, **we** will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

15. **Property Insurance Adjustment**

When the Policy Declarations indicates that the Property Insurance Adjustment condition applies:

The limit of liability shown on the Policy Declarations for **Dwelling Protection–Coverage A** will be revised at each policy anniversary to reflect the rate of change in the Index identified on the Policy Declarations.

The limit of liability for **Dwelling Protection–Coverage A** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1,000.

Adjustment in the limit of liability for **Dwelling Protection–Coverage A** will result in an adjustment in the limit of liability for **Other Structures Protection–Coverage B** and **Personal Property Protection–Coverage C** in accordance with **our** manual of Rules and Rates.

We will not reduce the limit of liability shown on the Policy Declarations without **your** consent.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by **us** at the time a change in limits is made.

We have the right to change to another cost index or to withdraw this condition as of a policy anniversary date by giving **you** at least 45 days' notice. This applies only if the change or withdrawal applies to all similar policies issued by **us** in **your** state.

16. **Mortgagee**

A covered loss will be payable to the mortgagees named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

We will:

- a) protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal acts of, or directed by, an **insured person**, failure by any **insured person** to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days' notice if **we** cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an **insured person** fails to do so;
- b) pay upon demand any premium due if an **insured person** fails to do so;
- c) notify **us** in writing 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; and
- e) after a loss, and at **our** option, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

17. **Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**

In the event of a covered water loss under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B** or **Personal Property Protection–Coverage C**, **we** will pay up to \$10,000 for mold, fungus, wet rot or dry rot **remediation**.

However, if a premium is shown on the Policy Declarations for Optional Protection For Mold, **we** will pay up to the applicable limit of liability shown on the Policy Declarations for Optional Protection For Mold for mold, fungus, wet rot or dry rot **remediation**.

If a premium is shown on the Policy Declarations for Optional Protection For Mold:

- a) the "Remediation" limit shown on the Policy Declarations for Optional Protection For Mold is the maximum **we** will pay for all mold, fungus, wet rot or dry rot **remediation** resulting from any one covered water loss; and
- b) the "Aggregate Remediation" limit shown on the Policy Declarations for Optional Protection For Mold is the maximum **we** will pay for all mold, fungus, wet rot or dry rot **remediation** resulting from all covered water losses during the premium period, regardless of the number of locations insured under the policy or number of claims made. This "Aggregate Remediation" limit is subject to the "Remediation" limit.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property **we** cover under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B** or **Personal Property Protection–Coverage C** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B** or **Personal Property Protection–Coverage C**.

18. **Neutral Evaluation For Resolution Of Sinkhole Activity Losses**

If **you** and **us** do not agree on the amount of loss either party may request a neutral evaluation. Neutral evaluation is non-binding, but mandatory if requested by either party. A request for neutral evaluation may be filed with the Department of Financial Services by the policyholder or the insurer on a form approved by the department. The request for neutral evaluation must state the reason for the request and must include an explanation of all the issues in dispute at the time of the request. Filing a request for neutral evaluation tolls the applicable time requirements for filing suit for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later. This procedure stands in place of the **Appraisal** condition or mediation, in the event of a disputed **sinkhole activity** loss.

Section II—Family Liability And Guest Medical Protection

Family Liability Protection—Coverage X

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, **we** will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

Losses We Do Not Cover Under Coverage X:

1. **We** do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to govern his or her own conduct;
 - b) such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected. This exclusion applies regardless of whether or not such **insured person** is actually charged with, or convicted of a crime.
2. **We** do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.
3. **We** do not cover **bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any workers' compensation, non-occupational disability or occupational disease law.
4. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.
5. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:
 - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
 - c) a motorized wheelchair;
 - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **insured person** when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn and garden implements under 40 horsepower;
 - h) **bodily injury** to a **residence employee**.
6. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
 - a) has inboard or inboard-outboard motor power of more than 50 horsepower;
 - b) is a sailing vessel 26 feet or more in length;
 - c) is powered by one or more outboard motors with more than 25 total horsepower;
 - d) is designated as an airboat, air cushion or similar type of watercraft; or
 - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee**.
7. **We** do not cover **bodily injury** or **property damage** arising out of:
 - a) the negligent supervision by an **insured person** of any person; or
 - b) any liability statutorily imposed on any **insured person**;

arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, motor vehicle or trailer which is not covered under **Section II** of this policy.
8. **We** do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

We do cover **bodily injury** which results from such discharge if the discharge is sudden and accidental.
9. **We** do not cover any **property damage** consisting of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
10. **We** do not cover any **bodily injury** or **property damage** arising out of any liability statutorily imposed upon any **insured person** in any

manner, consisting of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

11. **We do not cover bodily injury or property damage** arising out of the rendering of, or failure to render, professional services by an **insured person**.
12. **We do not cover bodily injury or property damage** arising out of the past or present **business** activities of an **insured person**.
We do cover the occasional or part-time business activities of an **insured person** who is a student under 21 years of age.
13. **We do not cover bodily injury or property damage** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This exclusion does not apply to **bodily injury** to a **residence employee**.
14. **We do not cover property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. This exclusion does not apply if the **property damage** is caused by fire, explosion or smoke.
15. **We do not cover any liability an insured person** assumes arising out of any contract or agreement.
16. **We do not cover bodily injury or property damage** caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
17. **We do not cover bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
18. **We do not cover any liability imposed upon any insured person** by any governmental authority for **bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

Guest Medical Protection—Coverage Y

Losses We Cover Under Coverage Y:

We will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eyeglasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an occurrence causing bodily injury to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or
2. off the **insured premises**, if the **bodily injury**:
 - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
 - b) is caused by the activities of an **insured person** or a **residence employee**;

- c) is caused by an animal owned by or in the care of an **insured person**; or
- d) is sustained by a **residence employee**.

Losses We Do Not Cover Under Coverage Y:

1. **We do not cover any bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to govern his or her own conduct;
 - b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with or convicted of a crime.

2. **We do not cover bodily injury** to any **insured person** or regular resident of the **insured premises**. However, this exclusion does not apply to a **residence employee**.
3. **We do not cover bodily injury** to any person eligible to receive any benefits voluntarily provided, or required to be provided, under any workers' compensation, non-occupational disability or occupational disease law.
4. **We do not cover bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.
5. **We do not cover bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:
 - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
 - c) a motorized wheelchair;
 - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **insured person** when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn or garden implements under 40 horsepower;
 - h) **bodily injury** to a **residence employee**.
6. **We do not cover bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:

- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
- b) is a sailing vessel 26 feet or more in length;
- c) is powered by one or more outboard motors with more than 25 total horsepower;
- d) is designated as an airboat, air cushion or similar type of watercraft; or
- e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

7. **We** do not cover **bodily injury** arising out of:
 - a) the negligent supervision by any **insured person** of any person; or
 - b) any liability statutorily imposed on any **insured person**;
 arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.
8. **We** do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

We do cover **bodily injury** which results from such discharge if the discharge is sudden and accidental.
9. **We** do not cover **bodily injury** arising out of the rendering of, or failure to render professional services by, an **insured person**.
10. **We** do not cover **bodily injury** arising out of the past or present **business** activities of an **insured person**.

We do cover the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age.
11. **We** do not cover **bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.
12. **We** do not cover **bodily injury** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This exclusion does not apply to **bodily injury** to a **residence employee**.
13. **We** do not cover **bodily injury** caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
14. **We** do not cover **bodily injury** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

Additional Protection

We will pay, in addition to the limits of liability:

1. **Claim Expenses**

We will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- b) interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy; interest will be paid only on damages which do not exceed **our** limits of liability;
- c) premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than our limit of liability; **we** have no obligation to apply for or furnish bonds;
- d) up to \$100 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings;
- e) any other reasonable expenses incurred by an **insured person** at **our** request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

3. Damage To Property Of Others

At **your** request, **we** will pay up to \$250 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for **property damage**:

- a) to property covered under **Section I** of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person** or any resident in **your** household; or
- d) arising out of:
 - 1) past or present **business** activities;
 - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
 - 3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft.

Section II Conditions

1. What You Must Do After An Accidental Loss

In the event of **bodily injury** or **property damage**, **you** must do the following:

- a) Promptly notify **us** or **our** agent stating:
 - 1) **your** name and policy number;
 - 2) the date, the place and the circumstances of the loss;
 - 3) the name and address of anyone who might have a claim against an **insured person**;
 - 4) the names and addresses of any witnesses.
- b) Promptly send **us** any legal papers relating to the accident.
- c) At **our** request, an **insured person** will:

- 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
 - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
 - 3) attend any hearing or trial.
- d) Under the **Damage To Property Of Others** protection, give **us** a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show **us** any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others, at the time of the loss as provided for in this policy.

2. **What An Injured Person Must Do—Guest Medical Protection-Coverage Y**

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- b) Give **us** written authorization to obtain copies of all medical records and reports.
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

3. **Our Payment Of Loss—Guest Medical Protection-Coverage Y**

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

4. **Our Limits Of Liability**

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, **our** total liability under **Family Liability Protection-Coverage X** for damages resulting from one **occurrence** will not exceed the limit shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**.

Our total liability under **Guest Medical Protection-Coverage Y** for all medical expenses payable for **bodily injury**, to any one person, shall not exceed the "each person" limit shown on the Policy Declarations.

5. **Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

6. **Our Rights To Recover Payment—Family Liability Protection-Coverage X**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

7. **Suit Against Us**

- a) No suit or action can be brought against **us** unless there has been full compliance with all the terms of this policy.
- b) No suit or action can be brought against **us** under **Family Liability Protection-Coverage X** until the obligation of an **insured person** to pay is finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**.
- c) No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

8. **Other Insurance—Family Liability Protection-Coverage X**

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

Section III—Optional Protection

Optional Coverages You May Buy

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms and conditions of the specific Optional Coverage.

1. **Increased Coverage On Electronic Data Processing Equipment-Coverage DP**

The \$3,000 limitation on electronic data processing equipment under **Personal Property Protection-Coverage C**, and the recording or storage media used with that equipment, is increased to the amount shown on the Policy Declarations.

2. **Fire Department Charges-Coverage F**

The \$250 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

3. **Loss Assessments-Coverage G**

If **your residence premises** includes a **building structure** which is constructed in common with one or more similar buildings, and **you** are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the **building structure** occupied exclusively by **your** household as a private residence, including the grounds, related structures and private approaches to them.

We will pay **your** share of any special assessments charged against all building owners by the association up to the limit of liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss **we** cover under **Section I** of this policy; or
- b) **bodily injury** or **property damage** covered under **Section II** of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the **insured person**, as a result of any one loss, for **bodily injury or property damage** exceeds \$250 and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I and II** of this policy and the **Sections I and II, Conditions**, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

4. **Extended Coverage On Jewelry, Watches And Furs–Coverage J**
Personal Property Protection–Coverage C is extended to pay for sudden and accidental direct physical damage to the following property, subject to the provisions in this coverage:
- jewelry, watches, gems, precious and semiprecious stones, gold, platinum; and
 - furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Personal Property Protection–Coverage C**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

We do not cover loss caused by or consisting of:

- intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
 - may be reasonably expected to result from such acts; or
 - is the intended result of such acts.
- wear and tear, gradual deterioration, inherent vice, insects or vermin.
- nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered a loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

- war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
- failure by any **insured person** to take all reasonable steps to preserve property during and after a loss or when the property is endangered by a loss **we** cover.

Any deductible shown on the Policy Declarations applicable to **Personal Property Protection–Coverage C**, also applies to a loss under this coverage.

5. **Incidental Office, Private School Or Studio–Coverage K**
- Personal Property Protection–Coverage C** is extended to cover the equipment, supplies and furnishings used in a described office, private school or studio at **your residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

The **Coverage K** limits are shown on the Policy Declarations. The first limit applies to property on the **residence premises**. The second limit applies to property while away from the **residence premises**. This coverage does not include property held for sample, sale or delivery after sale.

- Family Liability Protection–Coverage X** and **Guest Medical Protection–Coverage Y** are extended to cover a described office, private school or studio occupied by an **insured person**. The occupancy of the described property shall not be considered a **business**.

We do not cover **bodily injury** to:

- any employee other than a **residence employee**, or
- any person arising out of corporal punishment administered by or at the direction of an **insured person**.

6. **Lock Replacement–Coverage LR**
Dwelling Protection–Coverage A is extended to include reasonable expenses **you** incur to replace or re-key exterior door locks at the **residence premises** with locks or cylinders of like kind and quality. Coverage is provided when a key to a lock is stolen as part of a covered theft loss. The limit of liability under this coverage following any one theft loss is \$250.

7. **Increased Coverage On Money–Coverage M**
 The \$100 limitation on money, bullion, banknotes, coins and other numismatic property under **Personal Property Protection–Coverage C** is increased to the amount shown on the Policy Declarations.

8. **Business Pursuits–Coverage P**
Family Liability Protection–Coverage X and **Guest Medical Protection–Coverage Y** are extended to cover specified **business** pursuits of an **insured person**.

We do not cover:

- bodily injury or property damage** arising out of the **business** pursuits of an **insured person** when the **business** is owned or financially controlled by the **insured person**.

This also means a partnership or joint venture of which an **insured person** is a partner or member;

- bodily injury or property damage** arising out of the rendering or failure to render a professional service of any nature, other than teaching;
- bodily injury** to a fellow employee of an **insured person** arising out of and in the course of employment;

- d) **bodily injury or property damage** when an **insured person** is a member of a teaching staff or faculty of any school or college and the **bodily injury or property damage** arises out of the maintenance or use of saddle animals, vehicles used with saddle animals, motorized land vehicles, aircraft or watercraft when owned, hired or operated by an **insured person** or used for the purpose of instruction; or
- e) **bodily injury** to any person arising out of corporal punishment administered by or at the direction of an **insured person** when an **insured person** is a member of the teaching staff or faculty of any school of instruction.

9. **Increased Coverage On Securities–Coverage S**

The \$500 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, securities, tickets or stamps, including philatelic property, covered under **Personal Property Protection–Coverage C**, is increased to the amount shown on the Policy Declarations.

10. **Satellite Dish Antennas–Coverage SD**

Personal Property Protection–Coverage C is extended to pay for sudden and accidental direct physical loss to satellite dish antennas and their systems on **your residence premises** subject to the provisions of **Personal Property Protection–Coverage C**.

The amount of coverage is shown on the Policy Declarations.

11. **Portable Cellular Communication Systems–Coverage SE**

Personal Property Protection–Coverage C is extended to portable cellular communication systems in or upon a motorized land vehicle or watercraft. This coverage applies only to portable systems that can be powered by electricity from a motorized land vehicle or watercraft. Coverage applies whether or not the portable cellular communication system is used in a **business**.

The amount of coverage is shown on the Policy Declarations.

12. **Increased Coverage On Theft Of Silverware–Coverage ST**

The \$1,000 limitation on theft of silverware, pewterware and goldware under **Personal Property Protection–Coverage C** is increased to the amount shown on the Policy Declarations.