

AMERICAN FAMILY INSURANCE COMPANY 29713 TROUTDALE SCENIC DR # C EVERGREEN CO 80439-7747



POLICY QUESTIONS? 1-800-MY-AMFAM | amfam.com

BENJAMIN HEAD KRISTIN HEAD 2778 KEYSTONE DR EVERGREEN CO 80439-9428

January 11, 2021

Regarding your Homeowners Policy for your property at: 2778 Keystone Dr Evergreen CO 80439-9428

We appreciate your business

Policy documents enclosed

Thank you for putting your trust in American Family Insurance. We work hard to protect what's important to you.

What is in this packet?	• Enclosed are your policy documents. Please review carefully and keep for your records.
Anything else I should know?	• The MYAMFAM app can help you quickly file a claim, manage your account, pay your bill and much more!
	• A separate billing statement will be sent to your mortgagee prior to the due date.
Who should I call if i have questions?	• Please contact your agent listed below or call us at 1-800-MY AMFAM (1-800-692-6326) 24 hours, 7 days a week in any language.

AMERICAN FAMILY INSURANCE COMPANY

Your American Family Agent

Caldwell Insurance Agency, Inc.

bcaldwe1@amfam.com

29713 TROUTDALE SCENIC DR # C Evergreen CO 80439-7747 303-670-2780

GO PAPERLESS TODAY!

Talk to your agent or log into My Account to make the switch at amfam.com.



CALDWELL INSURANCE AGENCY, INC. 1-303-670-2780 bcaldwe1@amfam.com 1-800-MY-AMFAM | amfam.com

YOUR POLICY INFORMATION

Policy #:41063-40805-79 Policy Effective Date: 01/08/2021 Billing Account #: 688-458-420-74

A SNAPSHOT OF YOUR POLICY

We want you to understand your policy and be confident you have the coverage you need to protect what matters most. For complete details, please refer to your policy, contact your agent or visit amfam.com.

COVERAGE FOR YOUR HOME

Dwelling Coverage (Coverage A) protects your home - think roof, walls, floor, siding and windows.

Policy limit: \$1,400,000

COVERAGE FOR OTHER STRUCTURES

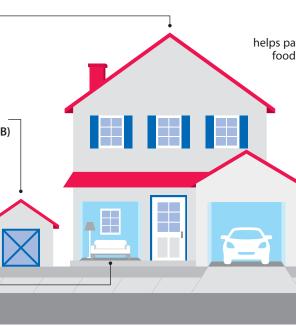
Other Structures Coverage (Coverage B) protects structures such as detached garages, sheds, fences or pools.

See your declaration page for policy limit

COVERAGE FOR YOUR THINGS

Personal Property Coverage (Coverage C) helps replace or repair items such as clothing, jewelry, appliances, furniture and electronics.

Policy limit: \$560,000



COVERAGE FOR LIVING EXPENSES

Loss of Use Coverage (Coverage D) helps pay for expenses such as hotel stays and food should your home become unlivable.

Policy limit:

COVERAGE WHEN ACCIDENTS HAPPEN

Personal Liability (Coverage E) provides financial protection for property damage and injury to others.

Policy limit: \$1,000,000

COVERAGE FOR MEDICAL EXPENSES

Medical Expense Coverage (Coverage F) helps pay medical expenses to others.

Policy limit: \$25,000

YOUR CUSTOMIZED PROTECTION

- Service Line Coverage
- Roof Replacement Cost Coverage For Windstorm And Hail
- Personal Property Replacement Cost Coverage
- Other Structures Blanket Coverage
- Jewelry, Gemstones, Watches, And Furs Coverage
- Increased Dwelling Limit Coverage
- Identity Fraud Expense Coverage
- Hidden Water Coverage

HELPING YOU SAVE Ask your agent if any discounts apply.

COVERAGES TO CONSIDER

Are your valuable items like jewelry, money, or tools fully protected? Do you need higher limits, low or no deductible options, or broader coverage for these or other valuables you may have?

Discuss the coverage options with your agent today.

DEDUCTIBLES

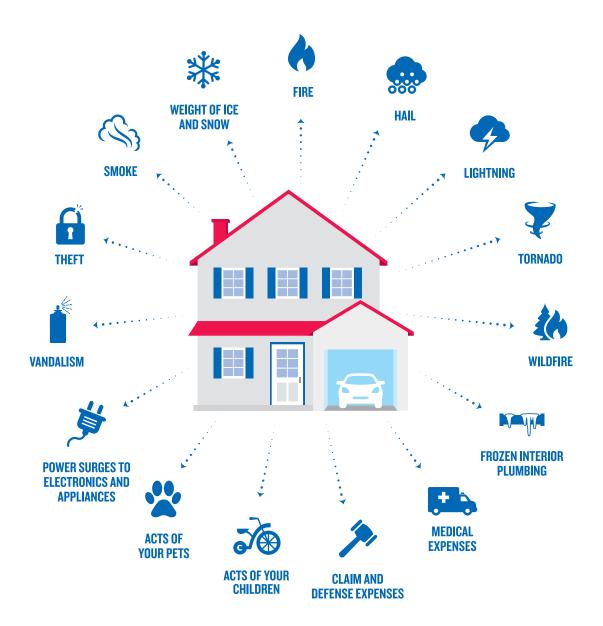
A deductible is the amount you're responsible for paying following a claim.

Property Deductible: \$10,000 Windstorm or Hail Deductible: \$10,000

This is not a policy document and does not provide any coverage or change any provisions of your policy. Your policy contains conditions, limitations and exclusions. If there is any difference in your policy and this information, your policy will govern. American Family Mutual Insurance Company, S.I. & its Operating Companies, American Family Insurance Company 6000 American Parkway, Madison, WI 53783 © 2019 017182 8/19

PROTECTION FOR THE UNEXPECTED: WHAT DOES YOUR POLICY COVER?

Protecting your home is what insurance is for. So when the unexpected happens, we'll be here to get you back on track. Here are some of the events that are covered in your base policy.



WHAT'S NOT COVERED?

Typical policies do not cover events like flood, earthquake, sewer backup or identity theft. But you may be eligible to purchase additional protection for these events.





WEAR AND TEAR



FLOOD



SEWER/SEPTIC BACKUP AND SUMP OVERFLOW



Declarations Homeowners Policy

Please read your policy

Named Insured(s)

Benjamin Head Kristin Head 2778 Keystone Dr Evergreen CO 80439-9428



American Family Insurance Company 6000 American Parkway Madison WI 53783 For customer service and claims service 24 hours a day, 7 days a week **1-800-MY AMFAM (1-800-692-6326) amfam.com**

Policy number	Policy period	Billing account number
41063-40805-79	1/8/2021 to 1/8/2022	688-458-420-74
	Total premiur	m with discounts applied \$4,501.0
counts Applied to this Policy		
No discounts have been applied to the	is policy.	
sidence Premises Information		
Location	Residence use	Residence type
2778 Keystone Dr Evergreen CO 80439-9428	Primary Residence	Single Family Dwelling
ction I - Property Coverage		Limi
Coverage A - Dwelling		\$1,400,00
Open Perils		
Coverage B - Other Structures		
Perils: Same as Coverage A - Dw	relling	
Blanket Structures	\$25,00	
Coverage C - Personal Property	\$560,000	
Broad Named Perils		
Coverage D - Loss Of Use		
Actual Loss Sustained for 24 mon	ths	
Additional Coverage		4- 0 0
Fungi Or Bacteria		\$5,000
ction II - Liability Coverage		Per Occurrence Limi
Coverage E - Personal Liability		\$1,000,000
Dangerous Dog And Exotic Animal Liability		\$25,000
Coverage F - Medical Expense		\$25,000
ductible(s)		Amoun
Property Deductible		\$10,00
Equipment Breakdown Deductible	\$50	
Identity Fraud Expense Coverage De	\$25	
Service Line Deductible	\$50	

Policy Forms and Endorsements

Form or Endorsement	
Number	Name(s)
HO 80 03 01 14	Homeowners Form
AL 00 04 05 17	American Family Mutual Insurance Company, S.I. Amendatory Endorsement
HO 81 06 10 14	Colorado Amendatory Endorsement
HO 86 03 01 14	Dangerous Dog And Exotic Animal Liability Limit
HO 84 12 09 18	Equipment Breakdown Coverage
HO 84 28 10 19	Hidden Water Coverage
HO 04 55 01 14	Identity Fraud Expense Coverage
HO 86 10 01 14	Increased Dwelling Limit Coverage
HO 86 02 01 14	Jewelry, Gemstones, Watches, And Furs Coverage
HO 84 16 10 14	Ordinance Or Law Coverage
HO 84 24 01 15	Other Structures Blanket Coverage
HO 04 90 10 14	Personal Property Replacement Cost Coverage
HO 86 05 01 14	Roof Replacement Cost Coverage For Windstorm And Hail
HO 84 06 09 18	Service Line Coverage
HO 84 25 02 20	Water Coverage From An Outside Water Source

Endorsement Details

Endorsement Name	Limit	Premium
Dangerous Dog And Exotic Animal Liability Limit	\$25,000	No Charge
Equipment Breakdown Coverage	\$100,000	\$30.00
Hidden Water Coverage	\$5,000	\$25.00
Identity Fraud Expense Coverage	\$25,000	\$25.00
Increased Dwelling Limit Coverage	\$280,000	No Charge
Jewelry, Gemstones, Watches, And Furs Coverage	\$2,000 Per Item \$5,000 Total	\$25.00
Ordinance Or Law Coverage	\$1,400,000	Included
Service Line Coverage	\$10,000	\$20.00
Water Coverage From An Outside Water Source	\$25,000	No Charge

Other Interest(s)

Mortgagee(s) ALLY BANK ITS SUCCESSORS AND/OR ASSIGNS ATIMA C/O CENTRAL LOAN ADMIN & REPORTING PO BOX 202028 FLORENCE SC 29502 Loan No.: 0084719285

Important Information

Amounts of insurance:

Please review the coverage amount on your home. We recommend (and may require) that your Coverage A limit be equal to the estimated cost to rebuild your home. Your agent can help you estimate the replacement cost based on your home's features. He or she can also help you determine whether you have enough coverage to replace your personal property. Visit www.amfam.com for more information about homeowners insurance.

Important Information (continued)

Damage caused by flooding:

This policy does not cover damage to your property caused by flooding. Flood insurance is available for properties within communities that participate in the National Flood Insurance Program (NFIP). The NFIP is a federally backed flood insurance program, which is administered by Federal Emergency Management Agency (FEMA), a federal government agency. American Family Insurance is a participating insurance carrier of the NFIP Write-Your-Own program. If your community participates in the NFIP, your American Family agent can assist you in obtaining flood insurance through the NFIP. Not all communities participate in the NFIP. However, flood insurance may still be available even if you do not live in a participating community. Contact your American Family Insurance agent or visit floodsmart.gov.

Loss History Report Information:

Under Colorado law, you are entitled to a loss history information report free of charge. You may request your free copy from the following vendor:

LexisNexis Consumer Center PO Box 105108 Atlanta, GA 30348-5108 (800) 456-6004 www.consumerdisclosure.com

Agent Information

Caldwell Insurance Agency, Inc.

bcaldwe1@amfam.com

29713 TROUTDALE SCENIC DR # C Evergreen CO 80439-7747 303-670-2780

Declarations are effective on the date shown. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED REPRESENTATIVE	William B. Wester President	Secretary
		-

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. AMENDATORY ENDORSEMENT

- A. When used in the policy, the words American Family Mutual Insurance Company now means American Family Mutual Insurance Company, S.I.
- B. The following provision is added:
 - 1. MEMBERSHIP AND VOTING

While this policy is in force, each insured named in the Declarations is considered an owner or policyholder and a member of the American Family Insurance Mutual Holding Company (AFIMHC) of Madison, Wisconsin. As a member, you are entitled to one vote at all meetings either in person or by proxy. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

2. ANNUAL MEETINGS

The Annual Meetings are held at the Home Office: 6000 American Parkway, Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

3. DIVIDENDS

If any dividends are declared, you will share in them according to law and under conditions set by the Board of Directors.

All other terms, agreements, conditions, and provisions remain unchanged.

HOMEOWNERS FORM

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POLICY

This policy is a legal contract between **you** and **us**. **Your** policy consists of the **DECLARATIONS**, the HOMEOWNERS FORM, all **ENDORSEMENTS**, and **your** INSURANCE APPLICATION. The policy details the rights and duties of **you** and **us**. READ **YOUR** POLICY CAREFULLY.

AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy.

DEFINITIONS

The following definitions apply throughout this policy's form and **endorsements**. Defined terms are in bold type and have the same meaning whether in the singular, plural, or any other form.

- A. You and your mean a named insured shown in the **Declarations** or, if living in the same household:
 - 1. a named insured's spouse; or
 - 2. a person who has entered into a domestic partnership or civil union with a named **insured** if such partnership or union:
 - a. is recognized under the laws of the state in which a named **insured** resides;
 - b. grants equivalent rights and responsibilities to its members as those granted to a spouse under state law; and
 - c. has been registered with or filed with the state or local government responsible for recording such partnerships or unions.
- B. We, us, and our mean the company shown in the **Declarations** that provides this insurance.
- C. In addition, we define these words and phrases:
 - 1. Actual cash value. This means the least of the:

- a. value of damaged property;
- b. change in value of damaged property directly due to the loss;
- c. cost to repair damaged property; or
- d. cost to replace damaged property;

less a deduction that reflects depreciation, age, condition, and obsolescence at the time of loss.

Actual cash value may be significantly less than replacement cost.

- 2. **Bodily injury** means physical injury, sickness, disease, or death of any person. It includes resulting loss of services, loss of consortium, and required care.
- 3. Business means:
 - a. a full-time, part-time, or occasional employment, trade, profession, or occupation; or
 - any other activity engaged in for money or any other type of revenue, except the following:
 - volunteer activities for which the only payment received is for expense incurred to perform the activity;

- (2) selling energy generated on the **residence premises** back to a public utility;
- (3) providing home day care services for which no revenue is received, other than the mutual exchange of such services; or
- (4) providing home day care services to a **relative**.

4. Current construction.

- a. This means:
 - methods and materials commonly used by local building trades in standard new construction to frame a structure that is of similar utility to your structure; and
 - (2) methods, materials, fixtures, parts, and finishes commonly used by local building trades in new construction to finish the exterior and interior of a structure that are of similar quality and utility as those in your structure.
- b. Current construction does not mean any additional costs to repair or replace antiquated or obsolete construction in your structure with like kind and quality. Current construction does not include the additional costs of:
 - (1) plaster over wood lath interior walls;
 - (2) stone foundations;
 - (3) weight-and-pulley windows; or
 - other antiquated or obsolete construction.
- 5. **Declarations**. This means the pages showing **your** coverage, **limits**, covered property, premiums, and other information for this policy. This includes all POLICY CHANGE documents that apply to this policy.
- 6. **Domestic employee** means a person **you** employ to perform only domestic duties:
 - a. including those necessary to clean, maintain, or help enable the use of the **residence premises**; or
 - b. at other locations for **you** or any **insured**; only if such person is **your** employee per the

United States Tax Code. This does not include any person while performing duties for any **insured's business**.

- 7. **Endorsement**. This means a form that changes, adds, reduces, or removes the terms, conditions, or coverage of this policy.
- 8. **Fungi**. This means any type or form of fungus. This includes but is not limited to mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by **fungi**.
- Household. This means the persons who are residents of your housing unit.
 Your housing unit is where you reside on the residence premises and has its own:
 - a. entry;
 - b. kitchen;

- c. bathroom; and
- d. living spaces.
- 10. Insured:
 - a. This means:
 - (1) **you**; or
 - (2) a **household** member who is:
 - (a) a **relative**; or
 - (b) under the age of 21 and in **your** care or the care of a **household** member who is a **relative**.
 - b. This also means under Section II of this policy:
 - (1) a person **you** give **your** permission to have custody of or to use:
 - (a) a vehicle or watercraft covered by this policy; or
 - (b) an animal owned by an **insured** described in 10.a. above;

when such custody or use is not in the course of any type of **business** activity.

(2) a person while working as a **domestic employee** of an **insured** described in 10.a. above.

Each person described above is a separate **insured** under this policy. This does not increase any **limit** in this policy. Each **limit** is the most **we** will pay for any loss or **occurrence** regardless of the number of **insureds** or claimants involved, persons injured, claims made, or suits brought.

- 11. **Insured location** means:
 - a. the residence premises;
 - b. if you notify us within 30 days of acquisition, the part of a residential premises you acquire as your new residence during the policy period;
 - c. a premises **you** use in connection with the **residence premises**;
 - d. any part of a premises:
 - (1) not owned by or leased to an **insured**; and
 - (2) where an **insured** is temporarily residing;
 - e. land that an **insured** owns, rents, or leases that is vacant land.

Vacant land may contain **structures** including fences, that are not buildings or swimming pools, only if such **structures** are for the personal use of an **insured**.

- Vacant land does not mean any:
- (1) farmland;
- (2) land used for **business**; or
- (3) land on which any:
 - (a) **structure**; or
 - (b) building;

designed or used for farming or **business** exists;

- f. land that an **insured** owns, rents, or leases on which a one or two family dwelling is being built as a residence for an **insured**; or
- g. individual or family cemetery plots or burial vaults of an **insured**.
- 12. Limit. This means the most that we will pay under any coverage. We do not have any liability for any payment above any limit in this policy.

13. Livestock.

- a. This means farm animals including but not limited to any:
 - (1) cattle;
 - (2) horse;
 - (3) pony;
 - (4) mule;
 - (5) donkey;
 - (6) buffalo;
 - (7) swine;
 - (8) llama;
 - (9) alpaca;
 - (10)sheep; or
 - (11)goat.
- b. Livestock does not mean any:
 - domestic fowl, including any chicken or duck, that is raised for consumption by the **household**; or
 - (2) domestic pet, including a dog or cat.
- 14. **Nuclear hazard**. This means any type or form of nuclear reaction, radiation, or contamination however caused. This includes any direct or resulting damage, regardless of whether the nuclear reaction, radiation, or contamination is caused by any:
 - a. act or failure to act;
 - b. natural event; or
 - c. design, construction, care for, or use of any nuclear facility, material, or device.
- 15. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results during the policy period in:
 - a. bodily injury; or
 - b. property damage.
- 16. Pollutant.
 - a. This means any contaminant or irritant regardless if it is:
 - (1) man-made or natural;
 - (2) a solid, liquid, gas, compound; or
 - (3) thermal irritant.
 - b. This includes but is not limited to:
 - (1) lead, mercury, radon, asbestos, formaldehyde;
 - (2) solvents, alkalis, acids;
 - (3) gasoline, diesel, alcohol, kerosene, heating oil, or any other type of petroleum based or bio-based fuel;

- (4) garbage, refuse, other waste, material to be recycled; or
- (5) any substance any governmental agency lists as a controlled chemical or hazardous substance.
- c. Pollutant does not mean:
 - (1) the excretion, secretion, or decomposition of any animal; or
 - (2) a contaminant or irritant from a fire.
- 17. **Property damage** means physical damage to or destruction of tangible property. This includes loss of its use.
- 18. **Relative**. This means a person related to **you** by blood, marriage, or adoption.
- 19. Residence premises.
 - a. This means the:
 - (1) one family dwelling **you** own and **you** reside in;
 - (2) two family dwelling **you** own and **you** reside in one of the dwelling units; or
 - (3) part of any other residence where **you** reside;

that is shown as the **residence premises** in the **Declarations**.

- b. Residence premises includes:
 - (1) other **structures** and grounds at the location in 19.a. above; and
 - (2) that part of any other residence you do not own while you are temporarily residing there because your dwelling on the residence premises is being repaired, renovated, or rebuilt and your dwelling unit is unfit to live in.

20. Structure.

- a. This means a man-made object requiring site preparation of the earth to enable its construction at a set location. A **structure** must be a permanent and stationary part of the realty. This includes a building permanently attached to a concrete foundation. This also includes a retaining wall, walkway, or driveway.
- b. **Structure** does not mean any type of hot tub, whirlpool, or spa that is manufactured for use above ground.
- c. A pier, wharf, or dock is a **structure** only if it is permanently attached into the earth and not removed on a seasonal basis.
- 21. Uninhabited. This means you do not reside at, have moved from, or vacated your dwelling on the residence premises. This definition does not change regardless of the presence of any personal property that may be on the residence premises.

Uninhabited does not mean those instances in which:

- a. we consent in writing to:
 - (1) **your** reason for not residing at, moving from, or vacating **your** dwelling on the **residence premises**; and

- (2) the steps **you** take to safeguard the **residence premises**; or
- b. **you** are temporarily residing away from **your** dwelling on the **residence premises** due to:
 - (1) work related travel;
 - (2) a vacation; or
 - (3) use of a seasonal home.
- 22. **War**. This means damage caused by or resulting from any:
 - a. armed conflict by any state, country, nation, or other governed entity;
 - b. insurrection, rebellion, or revolution;

SECTION I - PROPERTY COVERAGE

The **limits** for this Coverage are shown in the **Declarations**.

- A. Coverage A Dwelling.
 - 1. We cover your dwelling on the residence premises including:
 - a. built-in components and attached fixtures;
 - b. additions;
 - c. construction materials on the **residence premises** for use in connection with **your** dwelling or other covered **structures**; and
 - d. attached wall-to-wall carpeting that is not in areas of **your** dwelling rented or held for rental to others.
 - 2. We do not cover any land or water.
- B. Coverage B Other Structures.
 - 1. We cover other structures on the residence premises. Other structure means a structure that is:
 - a. separated by a clear space from; or
 - attached only by a fence, wall, deck, utility line, walkway, patio, driveway, or similar connection to;

your dwelling.

- 2. Other **structures** include:
 - a. built-in components and attached fixtures;
 - b. additions;
 - c. attached wall-to-wall carpeting that is not in areas of the **structure** rented or held for rental to others; and
 - d. any permanent pier, wharf, or dock connecting the **residence premises** to a body of water, unless it has living quarters.
- 3. We do not cover any other structure that is:
 - a. insured by any other insurance, regardless of the **limit** for which it is insured;
 - b. rented or held for rental to anyone who is not a tenant of **your** dwelling, unless it is a garage shown in the **Declarations**; or
 - c. used for any business use unless:
 - (1) this policy insures such **business**; or
 - (2) the structure is used only for the storage of business merchandise, hand tools, hand-held power tools, or

- c. destruction, seizure, or use of any type of property for any military purpose; or
- d. warlike act by any person, group, or military force.

War also means any damage caused by any nuclear weapon or device. This includes accidental explosion of such weapon or device. This includes any electromagnetic pulse damage whether caused by nuclear explosion or otherwise.

business utility vehicles solely owned, leased, or rented by an **insured** or a tenant of **your** dwelling.

- We do not cover, unless specifically identified and shown in the Declarations, any other structure that is a:
 - a. garage;
 - b. outdoor swimming pool;
 - c. outdoor in-ground spa or hot tub;
 - d. greenhouse;
 - e. structure:
 - (1) designed originally for or now used for any agricultural use;
 - (2) used by or for any livestock; or
 - (3) used primarily to generate energy by the use of any wind, solar, or photovoltaic device; or
 - f. building not described in 4.a., 4.d., or 4.e. above with more than 300 square feet in ground level footprint and with a permanent:
 - (1) roof; and
 - (2) exterior walls enclosing at least three sides of such building.

Permanent does not include the use of any screen, tarp, canvas, or plastic covering material.

- 5. **We** do not cover any land or water.
- C. Coverage C Personal Property.
 - We cover personal property owned or used by an insured while it is anywhere in the world. At your request after a loss, and if not insured by the owner, we will cover personal property owned by:
 - a. others while the property is on the part of the **residence premises** occupied exclusively by an **insured**; or
 - b. a guest or a **domestic employee**, while the property is in any residence occupied by an **insured**.
 - 2. The **limit** for property away from the **residence premises** is 10% of the Coverage C **limit** but not less than \$3,000 for personal property:

- a. while such property is taken out of the United States; or
- b. that is usually located at an **insured's** residence other than the **residence premises**. This includes property of a full-time student, who is an **insured**, at the residence occupied by that student.

However, this limitation does not apply to an **insured's** personal property in **your** newly acquired principal residence in the United States for 30 days from the time **you** begin to move the property there.

This limit does not increase the Coverage C limit.

- 3. Special **limits** apply to the types of property listed below. These special **limits** do not increase the Coverage C **limit**. The **limit** for each type applies to the total of all property within the type.
 - a. \$300 is the total **limit** for:
 - (1) money, bank notes, bullion;
 - (2) checks, money orders;
 - (3) negotiable instruments;
 - (4) scrip, coins, medals;
 - (5) gold, silver, and platinum except flatware, tableware, plaques, and trophies made or plated with these metals; and
 - (6) stored value cards and smart cards.
 - b. \$300 is the total **limit** for marijuana if deemed legal by the state law of the **insured location**. This **limit** includes such substance in any form including all plants and any equipment and material used to grow or process marijuana.
 - c. \$1,500 is the total **limit** for watercraft. This includes their trailers, motors, equipment, parts, and accessories. This does not include scale models.
 - d. \$1,500 is the total **limit** for any trailers that are not used with watercraft.
 - e. \$1,500 is the total **limit** for any scale models of any type that can be used outdoors. This includes their equipment, parts, and accessories.
 - f. \$1,500 is the total **limit** for:
 - (1) stamps;
 - (2) securities, accounts, deeds;
 - (3) evidences of debt, letters of credit, notes except bank notes;
 - (4) manuscripts, personal records; and
 - (5) passports and tickets.

This **limit** includes the cost to research, replace, or restore information of all the above.

- g. \$1,500 is the total **limit**, unless a **limit** is shown in the **Declarations**, for **business** property.
- h. \$2,000 is the total **limit** for:(1) jewelry;

- (2) gemstones;
- (3) watches; and
- (4) furs.
- i. \$2,500 is the total **limit** for trading cards and comic books.
- j. \$3,000 is the total **limit** for equipment, parts, and accessories made for use with a vehicle:
 - (1) designed for use on public roads; and
 - (2) not owned or leased by an insured.
- 4. Special **limits** apply to loss caused by Theft to the types of property listed below. The **limit** for each type applies to the total of all property within the type.
 - a. \$300 is the total **limit** for audio and video media while in or upon any vehicle or watercraft.
 - b. \$5,000 is the total **limit** for firearms and related equipment, parts, and accessories.
 - c. \$5,000 is the total **limit** for flatware, tableware, plaques, and trophies made or plated with silver, gold, platinum, or pewter.
 - d. \$7,500 is the total **limit** for hand tools, hand-held power tools, and tool:
 - boxes;
 - (2) benches; and
 - (3) cabinets.
 - e. \$10,000 is the total **limit** for rugs, unattached carpets, and tapestries.
- 5. A special **limit** applies to loss caused by Artificially Generated Electrical Current. \$1,200 is the **limit** for each item of covered property damaged by this Peril.
- 6. We do not cover any:
 - a. property separately described or specifically insured by:

(1) an **endorsement** to this policy; or

(2) any other insurance;

regardless of the **limit** for which it is insured.

- b. animals, including but not limited to insects, birds, and fish.
- c. motor- or engine-propelled land vehicle.
 - However, we do cover:
 - a motor- or engine-propelled land vehicle that is not designed for use on public roads and is:
 - (a) designed and used to assist the handicapped;
 - (b) a scale model not capable of carrying any cargo or a person;
 - (c) an electric motor-propelled child's riding toy capable of going no more than 20 miles per hour;
 - (d) a low-speed residential maintenance vehicle designed and used primarily to service the **residence premises** if:

- (i) powered by no more than 50 horsepower; and
- (ii) capable of going no more than 35 miles per hour.

A low-speed residential maintenance vehicle includes a riding lawn mower, lawn or garden tractor, snow removal vehicle, or work utility vehicle.

- (2) a bicycle with an auxiliary electric motor:
 - (a) with a pedal-assist drivetrain;
 - (b) capable of propelling the bicycle at a maximum speed of 20 miles per hour on level ground; and
 - (c) with a maximum continuous rated power output of 1,000 watts.
- d. vehicle equipment, parts, and accessories except those that:
 - (1) are not business property; and
 - (2) were made for use with a vehicle:
 - (a) covered by this policy; or
 - (b) designed for use on public roads only when such vehicle is not owned or leased by an **insured**.

However, any key, key-fob, or similar device is covered.

- e. electronic equipment permanently installed in or affixed to any vehicle or watercraft.
- f. digitally stored property of any type including but not limited to data, documents, music, videos, or images. However, **we** do cover commercially prerecorded digital media readily available on the current market.
- g. property rented or held for rental to others when not on the **residence premises**.
- h. property of any tenant, roomer, boarder, or other resident who is not an **insured**.
- i. aircraft, hovercraft, airboats, or iceboats including their equipment, parts, and accessories. However, **we** do cover scale models not capable of carrying any cargo or a person.

- j. property equipped with living quarters that is a boathouse, dock, pier, or wharf.
- k. property any person illegally obtains, creates, possesses, or distributes.
- I. land or water.
- Except for the coverage provided in this policy in Section I - Additional Coverage, we do not cover any of the following:
 - a. credit card, debit card, electronic fund transfer card or access device, forgery, or counterfeit money.
 - b. trees, shrubs, lawn, or other plants that are outside of a building.
- D. Coverage D Loss Of Use.

The Coverage D **limit** shown in the **Declarations** is the total **limit** for all coverage in D.1. and D.2. below.

1. Additional Living Expense.

This Coverage applies when a loss covered by this policy makes that part of the **residence premises** where **you** reside unfit to live in. **We** then pay for the reasonable and necessary increase in living expense **you** incur to maintain the normal standard of living of the **household**.

Payment will be for the shortest time required to repair or replace the damaged property or, if **you** permanently relocate, the shortest time required for **you** to do so.

- 2. Civil Authority Prohibits Use.
 - This Coverage applies when a civil authority prohibits **you** from use of the **residence premises** because of possible direct damage to the **residence premises** by a loss that would be covered by this policy. **We** then pay **you** as specified under Coverage D.1. above. However, payment will be for no more than two weeks.

Coverage for loss that occurs during the policy period is not limited by the expiration of this policy. **We** do not cover any direct or indirect loss or expense due to cancellation of any lease, mortgage, land contract, or agreement.

SECTION I - PERILS

- A. Coverage A Dwelling.
- B. Coverage B Other Structures.
 We cover sudden and accidental direct physical loss to property described in Coverage A and B, unless we exclude the loss in this policy.
- C. Coverage C Personal Property.

We cover sudden and accidental direct physical loss to property described in Coverage C when caused by a Peril listed below, unless coverage is limited within the Peril or **we** exclude the loss in this policy.

1. Fire Or Lightning.

2. Windstorm Or Hail.

This Peril includes loss caused by rain, snow, sleet, debris, sand, or dust that is driven by the force of wind. This Peril covers personal property outside of a fully enclosed building or within any attached carport or open or screened lanai, veranda, patio, or porch. However, this Peril covers loss to:

a. watercraft, including their trailers, motors, equipment, parts, and accessories only when such property is inside a fully enclosed building; or b. personal property, other than described in 2.a. above, when such property is inside a fully enclosed building;

and the direct force of wind or hail first causes an opening in the exterior wall, skylight, window, door, or roof that enables the loss.

- 3. Explosion.
- 4. Riot Or Civil Commotion.
- 5. Aircraft, Self-Propelled Missiles, And Spacecraft.
- 6. Vehicle.

This Peril means collision or overturn of a vehicle.

7. Smoke.

This Peril means loss from smoke, including the emission or puffback of smoke, soot, fumes, or vapors from a boiler, furnace, or related equipment.

This Peril does not cover loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism Or Malicious Mischief.

This Peril means willful or malicious damage to or destruction of property.

However, this Peril does not cover any damage to or destruction of any electronic device's:

- a. operating system;
- b. storage; or
- c. software;

unless caused by physical contact.

9. Theft.

This Peril includes damage from attempted theft. This Peril provides coverage for loss of property from a known location only when it is likely that a theft occurred.

- a. This Peril does not cover:
 - theft an **insured** or any other person residing on the **residence premises** commits;
 - (2) theft from any part of the residence premises that anyone other than an insured rents;
 - (3) loss of property obtained voluntarily from any **insured** whether or not induced to do so by swindling, fraudulent scheme, fraud, trick, or false pretense; or
 - (4) loss resulting from the theft or unauthorized use of any credit card, debit card, electronic fund transfer card or access device, except as in Section I - Additional Coverage.
- b. This Peril does not cover theft that occurs away from the **residence premises** of any:
 - (1) trailer not used with watercraft;
 - (2) watercraft including their trailers, motors, equipment, parts, and accessories;

- (3) camper made to be carried on or towed by a vehicle;
- (4) property in storage on any premises an insured does not own, except for property locked:
 - (a) inside a fully enclosed building; or
 - (b) within a security fence area;
 - at a commercial storage facility; or
- (5) property on any premises an **insured**:
 - (a) owns that has any buildings on it; or
 - (b) does not own, except while an **insured** is temporarily residing there.

However, 9.b.(5)(a) and (b) above do not apply to the property of a full-time student who is an **insured**, at the residence occupied by such **insured**.

10. Breakage Of Glass.

This Peril means loss to property caused by breakage of glass that is part of a building on the **residence premises**. This Peril does not cover any loss if **your** dwelling has been **uninhabited** for more than 30 consecutive days before the loss.

11. Falling Objects.

This Peril includes loss to property that is outside a building.

However, this Peril covers loss to:

- watercraft including their trailers, motors, equipment, parts, and accessories only when such property is inside a fully enclosed building; or
- b. property, other than described in 11.a. above, also when such property is inside a building;

and the falling object first damages the roof, skylight, wall, window, or door of such building in a manner that enables the loss.

The object that falls is not covered.

- 12. Weight Of Ice, Snow, Or Sleet. This Peril only covers loss to property that is inside a fully enclosed building.
- 13. Discharge Or Overflow Of Water Or Steam.

This Peril means discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or fire protection sprinkler system; or a home appliance.

This Peril does not cover loss caused by or resulting from:

- a. freezing;
- b. continuous or repeated:
 - (1) seepage or leakage of water or steam; or
 - (2) presence or condensation of humidity, moisture, or vapor;

that occurs over a period of one week or longer; or

c. water regardless of its source or origin:

- (1) including any waterborne material or sewage from:
 - (a) off the residence premises; or
 - (b) any septic system;

that enters through sewers or drains on the **residence premises**;

- (2) that enters into and overflows from within a sump pump well discharge system, or any related components of a foundation drainage system; or
- (3) from a roof drain, gutter, downspout, or similar fixture or equipment;

regardless of whether the cause of loss is hidden from view or not.

This Peril does not cover loss to the system or appliance that the water or steam escaped from.

14. Tearing Apart, Cracking, Burning, Or Bulging.

This Peril means tearing apart, cracking, burning, or bulging of a steam or hot water heating system, air conditioning system, fire protection sprinkler system, or home appliance for heating water.

This Peril does not cover any loss caused by or resulting from:

- a. freezing; or
- b. continuous or repeated:
 - (1) seepage or leakage of water or steam; or
 - (2) presence or condensation of humidity, moisture, or vapor;

that occurs over a period of one week or longer;

regardless of whether the cause of loss is hidden from view or not.

15. Freezing.

This Peril means freezing of a plumbing, heating, air conditioning, or fire protection sprinkler system; or home appliance. This Peril only applies to a loss within a fully enclosed building when **you** have completed action to:

- a. maintain adequate heat in such building to prevent freezing; or
- b. shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by a fire protection sprinkler system, **you** must use reasonable care to continue the water supply and maintain adequate heat in the building to prevent freezing for coverage to apply.

A plumbing system or home appliance does not include a sump pump well discharge system, or any related components of a foundation drainage system; or a roof drain, gutter, downspout, or similar fixture or equipment.

16. Artificially Generated Electrical Current.

This Peril does not cover any loss caused by or resulting from electromagnetic pulse.

- SECTION I EXCLUSIONS
- A. The Following Exclusions Apply To All Section I Coverage:

We do not insure for loss consisting of, or caused directly or indirectly by any of the following:

- 1. Earth Movement.
 - a. This means any loss caused by, resulting from, contributed to, or aggravated by:
 - earthquake. Earthquake means a shaking or trembling of the earth that is volcanic or tectonic in origin. Earthquake consists of one or more scientifically measurable tremors or shocks. It includes land shock waves or tremors before, during, or after a volcanic eruption;
 - (2) landslide, rockslide, avalanche, subsidence, sinkhole, erosion, mudflow, mudslide, lahar;
 - (3) earth sinking, rising, shifting, expanding, contracting;
 - (4) the eruption, explosion, or effusion of a volcano; or
 - (5) any of the following:
 - (a) site selection;
 - (b) machines;

- (c) vehicles;
- (d) blasting;
- (e) mining;
- (f) fracking;
- (g) sequestration of carbon dioxide or any other gas, solid, or liquid; or
- (h) earth moving, excavation, fill, or compaction.
- b. This Exclusion applies whether or not Earth Movement:
 - (1) takes place at or away from the location of damaged property;
 - (2) combines with water, snow, ice, or rain; or
 - (3) is sudden, repeated, interrupted, gradual, or slow.
- c. However, **we** do cover an ensuing loss when such loss is caused by:
 - (1) fire;
 - (2) theft; or
 - (3) explosion other than the explosion of a volcano.
- 2. **Fungi** Or Bacteria, except as in Section I Additional Coverage.

This means the presence, growth, proliferation, spread, or any activity of **fungi** or bacteria.

3. Governmental Action.

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

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

4. Illegal Act.

This means any loss:

- a. arising out of a violation of any criminal law for which any **insured**:
 - (1) is convicted or adjudicated; or
 - (2) by reason of mental incapacity, disease, or defect is either found not guilty or is not convicted; and
- b. that would not have occurred had it not been for such act.

This Exclusion applies even if an **insured** lacks the mental capacity to govern his or her conduct.

5. Illegal Drug, Plant, Or Substance.

This means any loss arising out of the manufacture, growth, distribution, sale, or use of any illegal drug, plant, or substance. This applies when the drug, plant, or substance is deemed to be illegal by any entity with governing authority for the **insured location**. State law, however, determines the legality of marijuana.

6. Intentional Act.

This means any loss arising out of any act any **insured** commits or conspires to commit with the intent to cause any loss even if the actual loss is different from what was intended or expected.

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

7. Neglect.

This means neglect of any **insured** to use all reasonable means to save, preserve, and protect property at and after the time of a loss.

8. Nuclear Hazard.

9. Ordinance Or Law.

This means any ordinance or law:

- a. requiring or regulating the construction, condemnation, demolition, remodeling, renovation, or repair of property including:
 - (1) any increased costs to repair or replace damaged property;
 - (2) the removal of any resulting debris; or
 - (3) any increased costs to repair or replace the undamaged part of the property;

- b. the requirements of which result in a loss in value to property; or
- c. requiring any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, any **pollutant**.

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

- 10. Pollution.
 - This means any actual, alleged, or threatened:
 - a. discharge;
 - b. dispersal;
 - c. release;
 - d. escape;
 - e. seepage;
 - f. trespass;
 - g. wrongful entry; or
 - h. migration;
 - of any **pollutant** from any source.
- 11. Power Or Other Utility Service Failure.
- This means the failure of power or other utility service that takes place off the **residence premises**. If the failure results in a loss from a covered Peril on the **residence premises**, **we** will pay only for loss caused by that Peril. This Exclusion does not apply to Section I -Additional Coverage, Refrigerated Or Frozen Food.
- 12. Theft During New Dwelling Construction.

This means theft of any property from the **residence premises**.

This Exclusion applies from the earlier date of either the:

- a. beginning of any new dwelling construction activity; or
- b. delivery of any property to be used for this construction;

until the date the new dwelling is completed and occupied.

13. Theft While Uninhabited.

This Exclusion applies when **your** dwelling has been **uninhabited** for more than 30 consecutive days before the loss.

- 14. Vandalism Or Malicious Mischief.
 - a. This includes any loss that is:
 - (1) concurrently caused by; or
 - (2) results from the acts of;

any person committing the vandalism or malicious mischief.

- b. This Exclusion applies when:
 - (1) **your** dwelling has been **uninhabited** for more than 30 consecutive days before the loss; or
 - (2) the vandalism or malicious mischief is caused by or at the direction of:
 - (a) an **insured**; or
 - (b) any other person residing on the **residence premises**.

- 15. War.
- 16. Water.

This means any:

- a. water including but not limited to:
 - (1) flood, wave, tide;
 - (2) surface water;
 - (3) overflow of any body of water;
 - (4) tidal water, tidal wave, tsunami, seiche; or
 - (5) surge or spray of any water whether or not driven by wind;
- b. water regardless of its source or origin that:
 - (1) backs up from or enters through sewers, septic systems, or drains; or
 - (2) overflows or is otherwise discharged from a sump pump well discharge system or any related components of a foundation drainage system;
- c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**; or
- d. waterborne material including but not limited to sewage, carried or otherwise moved by any of the water described in this Exclusion.

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

However, direct loss by fire or explosion resulting from this Exclusion is covered.

Any loss from the Exclusions listed above is excluded regardless of any other covered or non-covered cause or event contributing in any sequence to or concurrently with the loss.

These Exclusions apply:

- even if the loss event results in widespread damage;
- whether the loss is caused by natural, man-made, or animal forces;
- regardless of whether any cause of loss described in any of these Exclusions is hidden from view or not; or
- whether the loss occurs as the result of one or any combination of any of these Exclusions.
- B. The Following Exclusions Apply To Coverage A -Dwelling and Coverage B – Other Structures:
 We do not insure for loss consisting of, or caused directly or indirectly by any of the following:
 - 1. Collapse, except as in Section I Additional Coverage.
 - 2. Continuous Or Repeated Seepage Or Leakage Of Water Or Steam from within a:

- a. plumbing system including but not limited to water within, around, or from any toilet, sink, bath, shower, water conditioning, or other plumbing fixture or device;
- b. heating or air conditioning system;
- c. fire protection sprinkler system;
- d. home appliance; or
- e. waterbed;

that occurs over a period of one week or longer.

This includes migration of water into any part of a building or the presence or condensation of humidity, moisture, or vapor.

3. Freezing Of A Plumbing, Heating, Air Conditioning, Or Fire Protection Sprinkler System; Or Home Appliance.

This includes leakage or overflow of liquids caused by the freezing of the system or appliance. This Exclusion applies unless **you** have completed action to:

- a. maintain adequate heat in the building to prevent freezing; or
- b. shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by a fire protection sprinkler system, this Exclusion applies to such system unless **you** have taken reasonable care to continue the water supply and maintain adequate heat in the building to prevent freezing.

- 4. Freezing, Thawing, Pressure Or Weight Of Water, Snow Or Ice, Whether Or Not Driven By Wind, to:
 - a. a fence, pavement, patio, footing, foundation, step, retaining wall, bulkhead, pier, wharf, or dock; or
 - b. a swimming pool, sauna, swim spa, spa, whirlpool, or hot tub including their parts, accessories, covers, filters, pipes, pumps, and other related equipment when located outside any building or within any building without adequate heat to prevent freezing.
- Insects, Arachnids, Bats, Birds, Rabbits, Rodents, Domestic Or Farm Animals.
 This also includes any costs to test for, clean up, or remediate any excretion, secretion, or decomposition of any of these animals.
 This Exclusion does not apply to breakage of

This Exclusion does not apply to breakage of glass that is part of a building.

- 6. Mechanical Breakdown, Inherent Vice, Latent Defect.
- 7. Rust, Corrosion, Frost, Condensation, Wet Or Dry Rot.
- 8. Settling, Cracking, Shrinking, Bulging, Or Expansion Of Any:
 - a. soil;
 - b. pavement;
 - c. patio;
 - d. footing;
 - e. foundation;

- f. wall;
- g. floor;
- h. roof; or
- i. ceiling.
- 9. Smog.
- 10. Smoke From Agricultural Smudging Or Industrial Operations.
- 11. Tree Or Plant Roots.
 - This includes their action or interference.
- 12. Wear And Tear, Marring, Scratching, Deterioration.

This includes but is not limited to denting, gouging, abrading, fading, weathering, oxidizing, or staining.

Any loss from the Exclusions listed above is excluded regardless of any other covered or non-covered cause or event contributing in any sequence to or concurrently with the loss.

These Exclusions apply:

- even if the loss event results in widespread damage;
- whether the loss is caused by natural, man-made, or animal forces;
- regardless of whether any cause of loss described in any of these Exclusions is hidden from view or not; or

 whether the loss occurs as the result of one or any combination of any of these Exclusions.

However, **we** do cover any ensuing loss covered by this policy.

- C. The Following Exclusions Apply To Coverage A -Dwelling and Coverage B - Other Structures:
 We do not insure for loss consisting of, or caused by any of the following Exclusions:
 - 1. Acts Or Decisions.

This means any act, failure to act, or decision of any person, group, organization, or governmental entity regardless of intent, legality, or negligence.

- 2. Faulty, Inadequate, Or Defective:
 - a. planning, zoning, development, surveying, siting;
 - b. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. materials used in repair, construction, renovation, or remodeling; or
 - d. maintenance;

of part or all of any property whether on or off the **residence premises**.

However, **we** do cover any ensuing loss covered by this policy.

SECTION I - ADDITIONAL COVERAGE

The following Additional Coverage is included in this policy and is subject to Deductibles, **Limits**, Exclusions, Conditions, and all other policy terms unless stated differently:

1. Collapse.

Collapse means the abrupt, unexpected, and actual falling down or caving in of a building or a part of a building. The resulting damage must be to the extent that such building or part of such building has sustained complete structural failure and can not be used for its intended purpose.

- a. **We** insure for direct physical loss to covered property involving collapse of a building or a part of a building if such collapse was caused by one or more of the following:
 - (1) a Peril listed in Coverage C;
 - (2) decay of a building or any part of a building if such damage was hidden from view and unknown by any **insured** prior to the collapse;
 - (3) insect or rodent damage to a building or any part of a building if such damage was hidden from view and unknown by any insured prior to the collapse;
 - (4) weight of contents, equipment, animals, or people;
 - (5) weight of water, rain, snow, or ice which collects on a roof; or

- (6) use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation.
- b. This Coverage does not apply to:
 - (1) a building or any part of a building that is in danger of falling down or caving in;
 - (2) a part of a building that is standing, even if it has separated from another part of the building;
 - (3) a building or any part of a building that is standing, or partially standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion;
 - (4) collapse that occurs while a building or any part of a building is being lifted from its foundation or moved; or
 - (5) collapse of a foundation, basement wall, frost wall, or footing, unless any of these are damaged as a direct result of a covered collapse of any other part of that building.
- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, septic system, retaining wall, bulkhead, pier, wharf, or dock is not included under 1.a. (2) through (6) above, unless the loss is a direct result of the collapse of:

- (1) a building; or
- (2) any part of a building;
- covered by this policy.
- 2. Credit Card, Debit Card, Electronic Fund Transfer Card Or Access Device, Forgery, Or Counterfeit Money.
 - a. We will pay up to the limit of \$1,000 per loss that an insured:
 - is legally bound to pay for theft or unauthorized use of any credit card, debit card, or electronic fund transfer card or access device issued to or registered in any insured's name;
 - (2) incurs through forgery or alteration of any check, draft, certificate of deposit, or note including negotiable order of withdrawal; or
 - (3) incurs by accepting in good faith counterfeit United States or Canadian paper currency.
 - b. We will not pay for loss if the:
 - (1) **insured** has not complied with all credit card, debit card, or electronic fund transfer card or access device provisions;
 - (2) loss is caused by the dishonesty of any **insured**;
 - (3) loss results from **business** activities of any **insured**; or
 - (4) loss occurs while a person who is not an insured has possession of the credit card, debit card, or electronic fund transfer card or access device with an insured's permission.

All covered loss described in 2.a. above, whether the result of a single act or series of acts, regardless of the number of persons involved, is one loss. No deductible applies to this Coverage.

3. Debris Removal.

We will pay the reasonable and necessary expense you incur to remove the debris of covered property that is damaged due to a loss covered under Section I of this policy. This expense is included in the **limit** that applies to the damaged property.

However, **we** will pay up to an additional 5% of such **limit** for debris removal, if **we** determine that the total of the:

a. amount spent to repair or replace the damaged property; and

b. expense of debris removal as described above; exceeds the **limit** that applies to the damaged property.

This Coverage does not apply to Section I - Additional Coverage, Outdoor Trees, Shrubs, Lawn, And Other Plants.

4. Fire Department Service Charge.

The **limit** for this Coverage is:

a. the limit shown in the Declarations; or

b. \$500 if no limit is shown in the Declarations.

We will reimburse you up to that **limit** for payment that you have made for your liability assumed by contract or agreement for fire department charges.

Such charges must be incurred when the fire department is called to save or protect **your** covered property from a covered Peril. **We** do not cover fire department service charges if the property is located within the limits of the city, municipality, or protection district furnishing the fire department response.

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

5. Fungi Or Bacteria.

Fungi or bacteria must occur on the **residence premises** and be caused by or result from a cause of loss covered by this policy. The cause of loss and the actual loss itself must occur while this policy is in effect. **Fungi** or bacteria must cause direct physical loss to property covered by this policy.

The **limit** for this Coverage is shown in the **Declarations**. We will pay up to that **limit** to cover **your** reasonable and necessary expense for work actually performed to:

- a. clean up, remove, and dispose of **fungi** or bacteria from covered property;
- b. repair, restore, or replace covered property damaged by **fungi** or bacteria; and
- c. test the air or property to confirm the absence, presence, or level of **fungi** or bacteria only to the extent that there is a reason to believe that there is the presence of **fungi** or bacteria on the **residence premises**.
- 6. Grave Markers.

We will pay up to the **limit** of \$5,000 for **your** share of the cost to repair or replace grave markers, including mausoleums, for loss caused by a Peril listed in Coverage C.

7. Inflation Protection.

We may increase limits at each renewal for Coverage A, B, C, and D as shown in the Declarations. We base increases on inflation cost indexes. We will round any increases in limits to the next highest \$100. Premium will change accordingly. Your payment of the renewal premium indicates your acceptance of any adjusted limits.

8. Lock And Garage Door Remote.

We will pay the necessary cost you incur to:

- a. re-key or replace exterior door locks; or
- b. replace garage door remotes;

for locks or garage doors on the **residence premises** after a covered theft loss of keys or garage door remotes. However, coverage does not apply to any garage door remote permanently installed in or affixed to any vehicle. No deductible applies to this Coverage.

- 9. Loss Assessments.
 - a. The **limit** for this Coverage is:
 - (1) the limit shown in the Declarations; or
 - (2) \$10,000 if no **limit** is shown in the **Declarations**;

that is effective at the time the covered loss occurs or the inception date of this policy, whichever is later.

We will pay up to the limit for this Coverage for your share of the loss assessment charged against you, as owner of the residence premises, by a corporation or association of property owners when the loss assessment is charged against all owners. This Coverage applies if assessment is made, as a result of direct loss to property owned by all members collectively, according to the written association agreements. damaged The property must be of the type that would be covered by this policy if such property was owned by you. The loss must be charged against you while this policy is in effect and be caused by a loss covered under Section I of this policy.

The **limit** for this Coverage applies with respect to any one loss, regardless of the number of assessments. **We** will apply **your** deductible to **your** share of the loss assessment.

- b. **We** do not cover any loss assessments charged by any governmental body.
- c. This Coverage is excess over any collectible source, including any source available to the corporation or association of property owners, even if it is decided not to use such source.

This Coverage is additional insurance.

- 10. Outdoor Trees, Shrubs, Lawn, And Other Plants.
 - a. We pay for damage to your trees, shrubs, lawn, and other plants that are outside a building on the **residence premises**. We will also pay for the reasonable and necessary expense you incur to remove the debris of any damaged trees, shrubs, lawn, and other plants from the **residence premises**. The damage must be caused by any of these Perils:
 - (1) Fire Or Lightning;
 - (2) Explosion;
 - (3) Riot Or Civil Commotion;
 - (4) Aircraft;
 - (5) Vehicle, except any vehicle operated by an **insured** or any other person residing on the **residence premises**;
 - (6) Vandalism Or Malicious Mischief; or
 - (7) Theft.

The **limit** for all trees, shrubs, lawn, and other plants is 5% of the **limit** for Coverage A. The **limit** for any one tree, shrub, or other plant, including the expense to remove debris, is \$500.

This Coverage applies to trees, shrubs, lawn, and other plants on the **residence premises** that are within 250 feet of **your** dwelling.

b. We also pay for reasonable and necessary expense you incur to remove the debris of any fallen tree from the **residence premises** when such tree falls due to damage caused by any of these Perils:

- (1) Windstorm Or Hail;
- (2) Weight Of Ice, Snow, Or Sleet; or
- (3) Falling Objects; and:
 - (a) causes damage to a covered building;
 - (b) blocks a driveway in such a way that a car or truck can not enter or leave the residence premises; or
 - (c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave **your** dwelling.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris of any one fallen tree from the **residence premises** is \$500.

- c. We do not cover any tree, shrub, lawn, or other plant:
 - (1) grown for **business**; or
 - (2) deemed to be illegal by any entity with governing authority for the **residence premises**.

If, however, marijuana is deemed legal by the state law of the **residence premises**, coverage is provided only as described in 10.a.(1) through (7) above. However, **we** do not cover marijuana grown for **business**, even if legal by state law. The total special **limit** of coverage for all forms of marijuana including all outdoor and indoor plants and any property used to grow or process marijuana is \$300.

This Coverage is additional insurance.

11. Property Removed.

We insure covered property against direct loss from any cause while removed from a premises endangered by a covered Peril. This Coverage applies for up to 30 days after the initial date property is removed. No deductible applies to this Coverage.

- 12. Reasonable Repairs.
 - a. **We** will pay the reasonable cost **you** incur for the necessary measures taken solely to protect covered property, that is damaged by a loss covered by this policy, from further damage.
 - b. This Coverage does not:
 - (1) increase the **limit** that applies to the covered property; or
 - (2) relieve you of your duties, in case of a loss to covered property, described in Section I - Conditions.
- 13. Refrigerated Or Frozen Food.

We will pay up to the total **limit** of \$1,000 for all refrigerated or frozen food on the **residence premises** that is ruined due to a power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

a. removal of a plug from an outlet; or

- b. turning off a switch or circuit breaker.
- 14. Volcano.
 - a. **We** will pay for direct and immediate damage to covered:
 - (1) **structures** on the **residence premises**; and
 - (2) personal property inside a fully enclosed building at the **insured location**;

when such damage is caused by a single airborne shock wave event from a volcanic

SECTION I - CONDITIONS

authority granted to the appraisers and the umpire can only be expanded and modified by written mutual consent signed by **you** and **us**. We will pay **our** appraiser. **You** will pay **your** appraiser. Other expenses and the compensation of the umpire will be paid equally by **you** and **us**. Appraisal does not waive **our** rights.

eruption. A single event includes all airborne shock waves that occur within 72 hours.

expense you incur to remove ash, dust, or

particulate matter from inside your dwelling.

We do not cover subsequent deposits caused

by the movement of these elements by wind or

b. We will also pay the reasonable and necessary

4. Change In Ownership, Occupancy, Or Risk.

You must notify **us** in writing within 30 days from the date any change in ownership, occupancy, or risk first begins.

This includes but is not limited to the **residence premises** being:

- a. used for any other purpose than **your** residence;
- b. leased or rented to others;
- c. the subject of any foreclosure process; or
- d. uninhabited.

other means.

However, permission is granted for **you** to make alterations, additions, and repairs to **your** dwelling and other **structures** and complete any **structure** under construction on the **residence premises**.

- 5. Deductible.
 - a. We pay for loss covered by this policy when the amount of such loss exceeds the applicable deductible shown in the Declarations.
 - b. **You** are responsible for the amount of loss that equals the applicable deductible.
 - c. We subtract the applicable deductible from the amount of any loss covered by this policy before applying any special limit, Additional Coverage limit, or limit shown in the Declarations.
 - d. The deductible applies separately to each covered loss.
 - e. If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.
 - f. The Windstorm Or Hail deductible shown in the **Declarations** includes loss caused by any rain, snow, sleet, debris, sand, or dust that is driven by the force of wind.
- 6. Duties After A Loss.

You, any insured, and any person or entity claiming coverage under this policy must:

a. give **us** prompt notice;

1. Abandoned Property.

You can not abandon property to us unless we agree to it.

2. Amounts Of Insurance.

You are responsible for having sufficient amounts of insurance for all coverage in this policy.

You must notify **us** if **you** wish to increase or change any amount of insurance. This includes but is not limited to any increase due to:

- a. improvement, addition, or remodeling;
- b. purchase of personal property;
- c. construction cost estimate; or
- d. appraisal of any property.

For dwelling and other **structures**, **we** use a building cost guide to assist **you** in estimating the construction cost. The cost guide uses very general information. **We** do not guarantee that any estimate from the building cost guide will represent the actual cost to reconstruct **your** dwelling or other **structures**. **You** may obtain a construction cost estimate from a qualified appraiser or contractor at **your** expense.

3. Appraisal.

This applies after we confirm that the damage due to a loss is covered. If you and we fail to agree on the dollar amount of the damage, either may demand that such amount be set by appraisal. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. Each appraiser will separately set the dollar amount of the damage. Such amounts must be determined according to all terms of this policy including those in Section I - How We Settle Losses. If both appraisers submit written reports to us of their agreement of the amount, such amount will be the dollar amount of the damage. If they fail to agree within 20 days, they must choose a competent and disinterested umpire. If they can not agree on the choice within 20 days, you and we must jointly request that the choice of umpire be made by a judge of a court of record in the state where the residence premises is located. The appraisers will then submit their differences to the umpire. Written agreement signed by any two of these three will set the dollar amount of the damage. The appraisal determination of damage or valuation is binding upon you and us. This appraisal process and

- b. allow **us** and **our** representatives to immediately inspect all damaged property;
- c. immediately report any theft or vandalism to the police;
- d. immediately notify the company that issued any credit card, debit card, or electronic fund transfer card or access device that is involved in any loss;
- e. protect the property from further damage;
- f. make reasonable and necessary repairs to protect the property and keep records of the cost of these repairs;
- g. cooperate with **us** in the investigation of a claim;
- h. promptly separate the damaged and undamaged personal property;
- i. provide **us** with a detailed inventory of the stolen, damaged, or destroyed property showing the quantities, when and where acquired, original cost, current value, and the amount of loss;
- j. as often as **we** require:
 - (1) show **us** the damaged property before permanent repair or replacement is made;
 - (2) provide us with records and documents we request, including electronic or digital data, and permit us to make copies;
 - (3) provide us access to items we request, and permit us to perform inspections and testing of such items;
 - (4) submit to recorded statements by a person we choose at the location of our choice. The statements may also be visually recorded at our option;
 - (5) submit to examinations under oath by a person we choose at the location of our choice. We may do this without any other person or entity present other than the examinee's attorney. The examinations may also be visually recorded at our option; and
 - (6) sign all transcripts of statements or examinations;
- k. submit to us, within 60 days after we request, a signed, sworn proof of loss that sets forth to the best of your, any insured's, other person's, or entity's knowledge and belief:
 - (1) the date, time, location, and cause of loss;
 - (2) the interest **you** and others have in the property, including any encumbrances;
 - (3) an inventory of stolen, damaged, or destroyed personal property showing the amount of loss for each item;
 - (4) other insurance, bond, surety, warranty, or service agreement that may cover the loss;
 - (5) changes in title, use, occupancy, or possession of the property during the policy period;
 - (6) the plans and specifications **we** may request for any damaged **structure**;

- (7) detailed estimates for repair of the damage;
- (8) receipts for any costs you incur for additional living expense while residing elsewhere;
- (9) receipts for stolen, damaged, or destroyed property **you** repair or replace;
- (10)records pertaining to any loss of rental income; and
- (11)evidence supporting any loss involving any credit card, debit card, electronic fund transfer card or access device, forgery, or counterfeit money.

We have no duty to provide coverage under this policy if **you** or any person or entity claiming coverage under this policy fails to perform these duties. These duties after a loss do not waive any of **our** rights.

7. Dwelling And Other **Structures** Under Construction.

This policy may cover **your** dwelling and other **structures** while under construction on the **residence premises**. Until **your** dwelling is completed and occupied, the **limit** will be no more than **your** dwelling's replacement value at the time of loss, but not greater than the Coverage A **limit** shown in the **Declarations**. Until each of **your** other **structures** is completed and put to its intended use, the **limit** will be no more than that **structure's** replacement value at the time of loss, but not greater than the Coverage B **limit** shown in the **Declarations**.

8. Insurable Interest And **Our** Liability.

In the event of a covered loss, **we** will not pay more than the insurable interest an **insured** has in the damaged property, or more than any **limit** that applies.

9. Loss Payment.

We will adjust all losses with you. We will make payment to you and any other party legally entitled to receive payment subject to the terms of this policy. Loss will be payable 60 days after we receive a properly completed proof of loss and:

a. we reach agreement with you; or

b. there is an entry of a final judgment.

- 10. Loss To A Pair Or Set.
 - We may, at our option:
 - a. repair or replace any part; or
 - b. pay the actual cash value;

of a pair or set stolen, damaged, or destroyed.

- 11. No Benefit To Bailee. This insurance will not benefit, in any way, any person or organization that may be caring for or handling property for a fee.
- 12. Other Coverage.

If this and other insurance apply to **your** loss, **we** will pay **our** share. **Our** share will be the proportion of the loss that the **limit** under this policy bears to the total amount of all insurance on covered property whether collectible or not. This policy is

excess over any bond or surety, or any type of warranty or service agreement including but not limited to a property restoration plan or home warranty. This paragraph does not apply to Section I - Additional Coverage, Loss Assessments.

13. Recovered Property.

If you or we recover any property for which we have made payment under this policy, you or we will notify the other. At your option, the property will be returned to or retained by you or it will become our property. You must refund the amount we paid to you, or pay an amount we agree to, for any recovered property you retain.

14. Rights And Duties Of Mortgagee.

Mortgagee includes trustee or contract of sale titleholder.

If a mortgagee is named in this policy, any payment for a loss under Coverage A or B will be made to **you** and to the mortgagee to the extent of its interest. If more than one mortgagee is named, the order of payment follows the order of precedence of mortgages.

The mortgagee's interest is subject to the following:

- a. **We** will provide written notice to the mortgagee at least 10 days before **we** cancel this policy.
- b. If **we** deny **your** claim, that denial will not apply to a covered claim of the mortgagee if the mortgagee:
 - (1) has notified **us** in writing within 30 days from the date any change in ownership, occupancy, or risk is first known by the mortgagee.

This includes but is not limited to the **residence premises** being:

- (a) in any way subject to any type, process, or notification of foreclosure by any mortgagee;
- (b) used for any other purpose than a residence;

- (c) leased or rented to others; or
- (d) **uninhabited**; and
- (2) pays **us** any premium due for this policy.
- c. If **we** deny payment to **you** and pay the mortgagee for any loss:
 - we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) at **our** option, **we** may pay to the mortgagee the remaining principal on the mortgage plus any accrued interest. In this event, **we** will receive, at **our** option, a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

- d. The words you, your, and insured in:
 - (1) Section I Conditions;
 - (2) Section I How We Settle Losses; and
 - (3) General Conditions;
 - also apply to the mortgagee.
- 15. Salvaged Property.

After a covered loss, **we** may keep damaged property **we** have either paid for or replaced.

16. Suit Against Us.

We may not be sued unless there has been full compliance with all the terms of this policy. Suit must be brought within 12 months after the date of loss. However, if we determine that your dwelling is a total loss, suit must be brought within the time that we deem necessary to repair or replace your dwelling.

SECTION I - HOW WE SETTLE LOSSES

A. Loss Settlement For Coverage A - Dwelling And Coverage B - Other **Structures**:

Except for any roofing system damaged by Windstorm Or Hail, **we** will pay the cost to repair or replace the damaged or stolen part of the property insured under Coverage A and Coverage B subject to the following:

- 1. Until **you** complete the repair or replacement of the property, **we** will pay the lesser of:
 - a. the actual cash value; or
 - b. the limit shown in the Declarations.
- If the repair or replacement of the property on the residence premises is completed within 12 months after the date of loss, we will pay the least of:
 - a. **our** cost to repair or replace the property based on **current construction** costs;

- b. the amount **you** spent to repair or replace the property based on **current construction** costs; or
- c. the limit shown in the Declarations;

less any amount **we** paid **you** based on the **actual cash value** as described in 1.a. above.

- If the property is not repaired or replaced within 12 months after the date of loss, we will only pay the lesser of:
 - a. the actual cash value; or

b. the limit shown in the Declarations;

unless **we** determine that **your** dwelling is a total loss.

- 4. If **we** determine that **your** dwelling is a total loss:
 - a. you may, based on current construction costs:

- repair or replace your dwelling and other damaged structures on the residence premises as in 2. above; or
- (2) build or purchase a replacement dwelling and other **structures** at a new location.
- b. If **you** choose to build or purchase a replacement dwelling and other **structures** at a new location:
 - we will not pay more than the amount we would have paid based on 2. above for damaged property;
 - (2) we will not pay any cost or expense to purchase any land or water at the new location you choose; and
 - (3) **you** will retain responsibility for land, water, and any undamaged property on the **residence premises**.

We may extend, when we deem necessary, the requirement to repair or replace property within 12 months after the date of loss.

- When multiple layers of finished flooring exist and a covered loss damages more than one layer, we will only pay for damage to one layer.
 You decide which layer coverage applies to.
- 6. We will not pay any cost to repair or replace property due to requirements of any ordinance or law unless specifically provided by endorsement.
- 7. Subject to any **limit** that applies, **we** will only pay the **actual cash value** of any wood fence, tarp, canvas, or plastic covering material.
- 8. We will not pay for any damage caused by hail to any metal siding surface unless the metal siding will no longer prevent water from entering the building. Metal siding surface includes metal corner trim. However, metal siding does not include any metal eave, fascia, soffit, window trim, or door trim.
- 9. We will only pay for the tear out and repair of any surface part of a building or **structure** that we deem necessary to access and repair any concealed part damaged by a loss covered by this policy.
- B. Loss Settlement For Roofing System Under Coverage A - Dwelling And Coverage B - Other Structures:

Roofing system means any type of roofing surface, underlayment, vent, flashing, ridge, valley, accessory, or trim. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, or any type of built-up surface. Roofing system does not include any eave, fascia, soffit, gutter, or downspout.

- 1. We will pay the lesser of:
 - a. the **actual cash value**; or
 - b. the limit shown in the Declarations;

for damage to a roofing system caused by Windstorm Or Hail.

2. We will not pay any cost to repair or replace property due to requirements of any ordinance

or law unless specifically provided by endorsement.

- 3. We will not pay for any damage caused by hail to any metal roofing surface unless the metal roofing surface will no longer prevent water from entering the building.
- 4. We will not pay for any damage caused by hail to any metal vent, flashing, drip edge, ridge, valley, accessory, or trim unless such metal component:
 - a. will no longer:
 - (1) prevent water from entering the building; or
 - (2) perform any other intended function; or
 - b. is attached to a roof plane that has had its roofing surface damaged by hail to the extent that the roofing surface must be replaced.

However, Loss Settlement For Roofing System described above in B.1. through B.4. does not apply when we determine that **your** dwelling or other **structure** is a total loss. Loss Settlement, described above in A.1. through A.4. and A.6., will apply to the roofing system covering such dwelling or other **structure**.

C. The Amount **We** Pay **You** For Any Loss Settlement Under Coverage A Or B:

The amount we pay you will:

- not duplicate any amount we have already paid you for any previous loss or losses to the same damaged property when such property has not been repaired or replaced; and
- be reduced by the amount we previously paid you that you have not actually spent to repair or replace such property.
- D. Loss Settlement For Coverage C Personal Property:

We will pay for the damaged or stolen part of the property insured under Coverage C - Personal Property subject to the following:

- 1. Except for property listed in D.2. below, **we** will pay the lesser of:
 - a. the actual cash value; or
 - b. any limit that applies.
- 2. We will pay the least of:
 - a. the market value at the time of loss;
 - b. **our** cost to clean, repair, or replace; or
 - c. any special **limit** that applies to;

the following:

- property that because of its inherent nature can not be replaced with new property including but not limited to:
 - (a) antiques;
 - (b) paintings;
 - (c) etchings;
 - (d) pictures;
 - (e) tapestries;
 - (f) statuary;
 - (g) rare books and papers;

- (h) porcelains; or
- (i) rare glassware;
- (2) property whose age or history contributes substantially to its value including but not limited to:
 - (a) coins;
 - (b) stamps;
 - (c) memorabilia;
 - (d) souvenirs; or
 - (e) other collector items;
- (3) commercially prerecorded digital media; or
- (4) vehicle parts.
- E. Loss Settlement For All Covered Property:
 - 1. We will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or

SECTION II - LIABILITY COVERAGE

Coverage E - Personal Liability.

We will pay, up to our limit shown in the **Declarations**, compensatory damages for which an insured is legally liable because of bodily injury or property damage caused by an occurrence covered by this policy.

If a suit is brought against an insured for damages because of **bodily injury** or property damage caused by an occurrence to which this policy applies, we will provide a defense at our expense by counsel of our choice. We will defend any suit or settle any claim for damages payable under this policy as we think proper.

OUR DUTY TO DEFEND ANY CLAIM OR SUIT ENDS WHEN THE AMOUNT WE HAVE OFFERED OR PAID FOR DAMAGES RESULTING FROM THE **OCCURRENCE** EQUALS OUR LIMIT SHOWN IN THE **DECLARATIONS.**

Coverage F - Medical Expense.

We will pay covered medical expense. Such expense must be medically necessary, usual, and customary. We reserve the right to determine, or have someone on our behalf determine, if any treatment is medically necessary and if the expense is usual and customary. Medical expense also includes dental, ambulance, hospital, and funeral expense. The limit is shown in the Declarations. We will pay covered medical expense that is incurred within 36 months from the

replace damaged property. However, this will not apply if we determine that we can not make a reasonable match.

- 2. We do not cover any diminished value of any property due to mismatch between undamaged material and new material used to repair or replace damaged or stolen material.
- 3. We will not pay to repair or replace any undamaged part of any system when any other part of such system is damaged by a covered loss.
- 4. We do not cover any diminished value of any property resulting from the repair or replacement of such property.

date of an occurrence. No one will be entitled to duplicate payments for the same elements of loss. Any medical expense we pay applies against any other coverage in this policy applicable to the loss but does not reduce the limit of that coverage.

Coverage applies only:

- 1. to a person on the insured location with the permission of any insured; or
- 2. to a person away from the insured location if the bodily injury:
 - a. arises out of a condition on the insured location or the ways immediately adjoining;
 - b. is caused by the activities of an insured;
 - c. is caused by a person while performing duties as a domestic employee of an insured;
 - d. is caused by an animal owned by or in the care, custody, or control of an insured; or
 - e. is suffered by a **domestic employee** in the course of employment by an insured.

We do not cover any **insured** or other person who resides at the residence premises, except a domestic employee.

However, Coverage does not apply to nuclear hazard or electromagnetic pulse.

SECTION II - EXCLUSIONS

A. The Following Exclusions Apply To Coverage E -Personal Liability and Coverage F - Medical Expense:

We do not cover any occurrence arising out of, resulting from, or in connection with any of the following:

1. Act Or Failure To Act.

- a. This includes any act or failure to act as a:
 - (1) public official; or
 - (2) member of a board of directors or officer of any organization.
- b. This does not exclude any act or failure to act of an insured while serving:

- (1) as a volunteer director, officer, or trustee of a not for profit religious, charitable, or civic organization; and
- (2) with no compensation, except for payment of expenses.
- 2. Aggression.

This includes any aggressive activity, harassment, or bullying committed by the **insured** by any means.

3. Aircraft Or Hovercraft.

This includes but is not limited to occupying, using, operating, owning, leasing, renting, borrowing, entrusting, maintaining, caring for, loading, or unloading any aircraft or hovercraft; or supervising or failing to supervise any of the preceding activities. Aircraft includes any glider, balloon, parachute, or any other air conveyance and their facilities. Hovercraft includes any powered vehicle that moves above the surface of land or water on a cushion of air.

This does not exclude a scale model aircraft or hovercraft unless it is capable of carrying any cargo or a person.

Bodily injury to a **domestic employee** caused by a scale model aircraft or hovercraft covered by this policy is not excluded only at the time such person is in the course of domestic service for an **insured**.

- 4. Alcohol Supply To Underage Persons. This applies to an **insured** who:
 - a. knowingly permits;
 - b. takes action to enable; or
 - c. fails to take reasonable action to prevent;

any person under the legal age to consume alcohol.

- 5. Business.
 - a. This includes any **business** conducted from any location or engaged in by any **insured**, whether or not the **business** is owned or operated by any **insured** or employs any **insured**.

This includes but is not limited to any act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the **business**.

- b. This does not exclude the rental or holding for rental of the **insured location**:
 - (1) if used only as a residence;
 - (2) in part, for use only as a residence, unless any single-family unit is used to lodge more than two roomers or boarders; or
 - (3) in part, for use as an office, school, studio, or private garage.
- c. This does not exclude the part-time or occasional **business** of a self-employed **insured** with no employees or

subcontracted persons and is under the age of 19 years.

6. Controlled Substance.

This includes any controlled substance listed by schedule in the Controlled Substances Act, Title 21, U.S. Code, section 812, including any amendments. This also includes any drug that the Attorney General has added to the schedule pursuant to his or her authority. This does not exclude the legal use of any prescribed drug by a person following the orders of a state authorized medical professional licensed in the United States.

7. Disease.

This includes any actual or alleged transmission of any disease by any **insured**.

- 8. Excretion, Secretion, Or Decomposition Of Any Animal.
- 9. Expected Or Intended.
 - a. This includes any type of **bodily injury** or **property damage** that an **insured**:
 - (1) intends; or
 - (2) may expect to result from any intentional act or omission.
 - b. This Exclusion applies even if the **bodily injury** or **property damage** is:
 - (1) of a different kind, quality, or degree than intended;
 - (2) to a different person or property than intended;
 - (3) the result of a willful and malicious act, no matter at whom the act was directed;
 - (4) unexpected or unforeseen by the person injured or the owner of the property damaged; or
 - (5) sustained regardless of whether an **insured**:
 - (a) is under the influence of alcohol or any controlled substance;
 - (b) lacks the mental capacity to govern his or her conduct; or
 - (c) is deemed not to have had the mental capacity to form the legal intent to commit the act or omission.
 - c. This Exclusion applies regardless of the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy.
- 10. Federal Tort Claims Act.

This includes **our** duty to defend any claim or suit for which the United States Government is liable under the Federal Tort Claims Act.

- 11. Fungi Or Bacteria. This includes any actual, alleged, or threatened:
 - a. ingestion;
 - b. inhalation;
 - c. contact with; or

d. exposure to;

any **fungi** or bacteria on or within any property insured by this policy, except food or beverage. This includes any liability to abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of **fungi** or bacteria.

12. Imputed Liability.

This includes any liability imputed to any **insured** that is otherwise excluded in this policy. This includes but is not limited to the entrustment of any property or negligent supervision of any person or animal.

This Exclusion does not apply to Section II -Exclusions, Parental Liability.

13. **Insured's** Premises Not An **Insured Location**. This includes any premises:

- a. owned by any **insured**;
- b. rented or leased to any insured; or

c. rented or leased to others by any **insured**; that is not an **insured location**.

This includes any **insured's** action or failure to act that occurs on, in connection with, or arising out of the management or use of a premises described in 13.a. through 13.c. above.

This does not exclude **bodily injury** to a **domestic employee** only at the time such person is in the course of domestic service for an **insured**.

14. Livestock.

This includes but is not limited to:

- a. breeding, raising, training, showing, riding;
- b. loading, unloading, transporting, entrusting;
- c. using to carry, pull, or perform other work with; or
- d. supervising or failing to supervise any of the preceding activities related to;

any **livestock** owned or leased by any **insured**.

Any spontaneous, organized, or agreed-upon race, speed, strength, fighting, jumping, or stunt contest or demonstration; or any practice or preparation for any of these; is excluded.

15. Motor- Or Engine-Propelled Land Vehicle.

This includes but is not limited to occupying, using, operating, owning, leasing, renting, borrowing, entrusting, maintaining, caring for, loading, unloading; or supervising or failing to supervise any of the preceding activities related to; any motor- or engine-propelled land vehicle or any trailer except such vehicle or trailer an **insured** owns, leases, operates, rents, or borrows that is:

- a. not in use and only while kept in dead storage on the **insured location**;
- b. a watercraft, camping, or utility trailer only when not on, attached to, or towed by any vehicle;

- c. not designed for use on public roads and is:
 - (1) designed and used to assist the handicapped;
 - (2) a scale model not capable of carrying any cargo or a person;
 - (3) an electric motor-propelled child's riding toy capable of going no more than 20 miles per hour;
 - (4) a golf cart only when used for golfing or while on the residences premises; or
 - (5) a low-speed residential maintenance vehicle designed and used primarily to service the **residence premises** if:
 - (a) powered by no more than 50 horsepower; and
 - (b) capable of going no more than 35 miles per hour.

A low-speed residential maintenance vehicle includes a riding lawn mower, lawn or garden tractor, snow removal vehicle, or work utility vehicle; or

- d. a bicycle with an auxiliary electric motor:
 - (1) with a pedal-assist drivetrain;
 - (2) capable of propelling the bicycle at a maximum speed of 20 miles per hour on level ground; and
 - (3) with a maximum continuous rated power of 1,000 watts.

Any spontaneous, organized, or agreed-upon race, speed, jumping, or stunt contest or demonstration; or any practice or preparation for any of these; is excluded for any vehicle described in 15.c.(5) above.

Bodily injury to a **domestic employee** caused by a motor vehicle covered by this policy is not excluded only at the time such person is in the course of domestic service for an **insured**.

16. Nuclear Hazard Insurance.

This includes any liability for which any **insured** is also an insured under any nuclear energy liability policy.

This applies even if the policy coverage is spent or not in force. These policies are issued by the:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters;
- c. Nuclear Insurance Association of Canada; or

any of their successors or any other insurer that provides similar coverage.

17. Parental Liability.

This applies to, even if imposed by law:

- a. vicarious liability for; or
- b. negligent supervision of;

any action or inaction of any minor child of any **insured** that causes any **occurrence** excluded in the Section II - Exclusions: Aircraft Or Hovercraft, Motor- Or Engine-Propelled Land Vehicle, or Watercraft.

- 18. Pollution.
 - a. This includes any actual, alleged, or threatened:
 - (1) discharge, dispersal, release, escape, seepage, trespass, wrongful entry, migration; or
 - (2) ingestion, inhalation, or absorption;
 - of any pollutant from any source.
 - b. This includes any cost or expense to:
 - (1) abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose; or
 - (2) in any way respond to or assess the effects;
 - of any **pollutant** from any source.
- 19. Professional Service.

This includes any rendering of or failure to render any type of professional service.

- 20. Sexual Molestation Or Misconduct, Corporal Punishment, Physical Or Mental Abuse.
 - a. This includes any actual or alleged:
 - (1) sexual molestation or misconduct by any **insured**:
 - (a) including but not limited to personal interaction or photographic, video, or any other display of sexual activity;
 - (b) regardless of whether or not consent is given;
 - (2) corporal punishment; or
 - (3) physical or mental abuse resulting from acts or omissions of any **insured**;
 - b. This Exclusion applies regardless of:
 - (1) intent to cause injury; or
 - (2) the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy.
- 21. Violation Of Building Or Housing Code By Any **Insured**.
- 22. Violation Of Communication Acts.
 - This includes violation of the:
 - a. Telephone Consumer Protection Act;
 - b. CAN-Spam Act; or
 - c. any similar law, ordinance, statute, or regulation.
- 23. Violation Of Law.

This includes violation of any criminal law for which any **insured**:

- a. is convicted or adjudicated; or
- b. due to mental incapacity, disease, or defect is either not convicted or convicted of a lesser charge.

This Exclusion applies even if an **insured** lacks the mental capacity to govern his or her conduct.

- 24. War.
- 25. Watercraft.

This includes but is not limited to occupying, using, operating, owning, leasing, renting, borrowing, entrusting, maintaining, caring for, loading, unloading; or supervising or failing to supervise any of the preceding activities related to; any watercraft, personal watercraft, iceboat, jetpack, or airboat except a:

- watercraft an **insured** owns, leases, rents, or borrows that is not powered or powered only by an electric motor;
- sail powered watercraft an **insured** owns, leases, rents, or borrows that is no more than 26 feet long and with no more than an auxiliary motor;
- c. watercraft an **insured** owns, leases, rents, or borrows that is powered by outboard motor(s) with no more than a total of 50 combined horsepower;
- watercraft an **insured** rents or borrows that is powered by an inboard or inboard-outdrive motor with no more than 50 horsepower;
- e. scale model watercraft not capable of carrying any cargo or a person; or
- f. watercraft, personal watercraft, iceboat, jetpack, or airboat not in use and only while kept in dead storage on the **insured location**.

Any spontaneous, organized, or agreed-upon race, speed, jumping, or stunt contest or demonstration; or any practice or preparation for any of these; is excluded for watercraft described in 25.c. or 25.d. above.

This does not exclude organized racing or navigation events for watercraft described in 25.a., 25.b., or 25.e. above.

Bodily injury to a **domestic employee** caused by a watercraft covered by this policy is not excluded only at the time such person is in the course of domestic service for an **insured**.

26. Workers' Benefits.

This applies to any person eligible to receive any benefits mandated or voluntarily provided under any government act, law, statute, or rule pertaining to:

- a. workers compensation;
- b. disability;
- c. occupational disease;
- d. longshore or harbor workers;
- e. merchant marine; or
- f. any other similar act, law, statute, or rule.
- B. The Following Exclusions Apply To Coverage E Personal Liability:

We do not cover any **occurrence** arising out of, resulting from, or in connection with any of the following:

- 1. Contracts.
 - a. This includes any Personal Liability under any:
 - (1) contract or agreement; or
 - (2) statement, document, or contract that relates to any transfer of ownership of any real property that any **insured** owns.
 - b. This does not exclude written contracts:
 - (1) directly relating to the maintenance or use of the **insured location**; or
 - (2) in which an **insured** assumes the liability of others prior to the **occurrence**;
 - if not excluded elsewhere in this policy.
- 2. Employees.

This includes any **bodily injury** to any employee except a **domestic employee** only at the time such person is in the course of domestic service for an **insured**.

- 3. Intra-Insured Claims Or Suits.
 - a. This includes any **bodily injury** to **you** or a resident of the **household** who is:
 - (1) a relative; or
 - (2) other person under the age of 21 who is in your care or the care of a relative who is a resident of the household.
 - b. This includes any claim made or suit brought against **you** or any **insured** to:
 - (1) repay; or
 - (2) share damages with;

another person who may be obligated to pay damages because of **bodily injury** to any **insured**.

4. Loss Assessments.

This includes any Personal Liability for **your** share of any loss assessment charged against **you**, as an owner of the **residence premises**, by a corporation or association of property owners.

5. Property Owned Or Controlled.

This includes any **property damage** to property:

- a. owned or leased by any insured;
- b. in the care, custody, or control of any insured;
- c. borrowed, used, occupied by, or rented to any **insured**; or
- d. owned by any association of property owners of which any **insured** is a member.

This does not exclude, if an **insured** is legally liable, **property damage** under item 5.b. above, only if caused by fire, smoke, or explosion.

6. Punitive, Statutorily Imposed, Or Court Ordered Damages.

This includes any Personal Liability for:

- a. punitive, exemplary, statutorily imposed, multiple, or aggravated damages;
- b. fines, penalties, or court ordered restitution; or
- c. awarded or statutorily mandated attorney fees related to 6.a. or 6.b. above.

SECTION II - ADDITIONAL COVERAGE

The following Additional Coverage is included in this policy and is subject to Exclusions, Conditions, and all other policy terms unless stated differently:

1. Claim And Defense Expenses.

We will pay the following expenses for a claim or suit we defend under Coverage E:

- all expenses we incur and costs taxed against any insured during our defense of any insured;
- b. premiums on bonds required in any suit we defend, but not for bond amounts more than our limit. We need not apply for, furnish, or pay for any bonds not requested by us;
- c. reasonable expenses an **insured** incurs at **our** request for assisting **us** in the investigation or defense of a claim or suit. This includes actual loss of earnings up to \$250 per day. We do not pay for loss of other income;
- d. prejudgment interest awarded against any **insured** on the part of the judgment that **we** are obligated to pay. **We** will not pay any such

interest that accrues after such time that **we** make an offer to pay **our limit**; and

- e. interest accruing on **our** share of the amount of any judgment between the time the judgment is entered and the time **we** pay or tender or deposit in court that part of the judgment that does not exceed **our limit**.
- 2. Damage To Property Of Others.

We will pay up to \$1,000 per occurrence for property damage to property of others caused by an insured. Property of others does not include any property leased by an insured. This Coverage applies even if the insured is not negligent or legally liable.

- a. At our option, we will either:
 - (1) pay the actual cash value; or
 - (2) repair or replace the property.
- b. We will not pay for property damage:
 - to the extent of any amount recoverable under Section I of this policy or from any other source;

- (2) caused intentionally by any **insured** who is 13 years old or older; or
- (3) resulting from:
 - (a) **business** pursuits;
 - (b) any act or omission in connection with any premises owned, rented, leased, or controlled by any **insured**, other than an **insured location**; or
 - (c) the ownership, maintenance, or use of any aircraft, watercraft, or motor- or engine-propelled land vehicle other than a golf cart.
- c. Item b. of Section II Exclusion B, Property Owned Or Controlled, does not apply to this Coverage.
- 3. Emergency First Aid.

We will pay reasonable expenses incurred by an **insured** for first aid to persons, other than **insureds**, at the time of the accident, for physical injury covered under this policy.

- 4. Loss Assessments.
 - a. The limit for this Coverage is:
 - (1) the limit shown in the Declarations; or
 - (2) \$10,000 if no **limit** is shown in the **Declarations**;

that is effective at the time of the **bodily injury** or **property damage** covered in 4.b. below or the inception date of this policy, whichever is later.

b. We will pay up to the limit for this Coverage for your share of the loss assessment charged against you, as an owner of the residence premises, by a corporation or association of property owners when the loss assessment is charged against all owners according to the

SECTION II - CONDITIONS

1. Amounts Of Insurance.

You are responsible for sufficient amounts of insurance for all coverage. You must notify us if you wish to increase or change amounts of insurance.

- 2. Bankruptcy. Bankruptcy or insolvency of an **insured** has no
 - effect on **our** policy duties.
- 3. Duties.

You and any person who claims coverage under this policy must:

- a. give **us** prompt notice, with:
 - (1) the time, place, and details of the **occurrence** or loss assessment; and
 - (2) names of claimants and witnesses;
- submit to recorded statements by a person we choose at the location of our choice. The statements may also be visually recorded at our option;
- submit to examinations under oath by a person we choose at the location of our choice. We may do this without any other person or entity

written association agreements. The assessment must be made as a result of:

- bodily injury or property damage to which Section II of this policy would apply; or
- (2) damages that the association may be obligated to pay because of any personal injury arising out of:
 - (a) false arrest, detention, or imprisonment;
 - (b) malicious prosecution;
 - (c) libel, slander, humiliation, or defamation of character; or
 - (d) invasion of privacy, wrongful eviction, or wrongful entry.
- c. The **limit** for this Coverage is the most **we** will pay for any one loss, regardless of the number of assessments.
- d. This Coverage applies only to loss assessments charged against you as owner of the residence premises while this policy is in effect.
- e. **We** do not cover loss assessments charged against **you** or a corporation or association of property owners by any governmental body.
- f. Section II Exclusions, A. Act Or Failure To Act and B. Loss Assessments, do not apply to this Coverage.
- g. This Coverage is excess over any collectible source including any source available to the corporation or association of property owners even if it is decided not to use such source.

present other than the examinee's attorney. The examinations may also be visually recorded at **our** option;

- d. sign all transcripts of statements and examinations;
- e. promptly send **us** any notice, demand, or legal paper related to the **occurrence** or loss assessment;
- f. at **our** request, including appearing as **we** require, assist **us** in:
 - (1) making settlement;
 - (2) enforcing any right of contribution, indemnity, or subrogation against any person or entity who may be liable to any **insured**; and
 - (3) any matter related to a claim or suit;
- g. not assume any liability, incur any expense, or make any payment at the time of a **bodily injury**; except for **your** necessary cost for emergency first aid to others only at the time of a physical injury;

- h. under Section II Additional Coverage, Damage To Property Of Others:
 - (1) give us a sworn statement of the loss within 60 days after our request; and
 - (2) show us any damaged property as often as we request;
- under Coverage F Medical Expense, the i. injured person or someone acting for that person will:
 - (1) give **us** prompt written proof of claim, under oath if required;
 - (2) authorize us to obtain copies of medical reports and records; and
 - (3) permit doctors we select to perform examinations of the injured person when and as often as we may reasonably require.

We have no duty to provide coverage under this policy if you or any person or entity claiming coverage under this policy fails to perform these duties. These duties do not waive any of **our** rights.

- Limits: 4.
 - a. The Coverage E limit shown in the Declarations is our limit for all damages from each occurrence. This is our limit regardless of the number of insureds or claimants involved, persons injured, claims made, or suits brought.
 - b. The Coverage F limit shown in the Declarations is our limit for all medical

GENERAL CONDITIONS

1. Assignment. No interest, right, or duty under this policy or any

claim arising under this policy may be assigned without our written consent.

- 2. Cancellation. See state amendatory endorsement.
- 3. Concealment Or Fraud.
 - a. This policy was issued in reliance upon the information and warranties in your insurance application.

We may void this policy from its inception if you:

- (1) concealed or misrepresented any material fact or circumstance; or
- (2) made false statements;
- in **your** application.
- Coverage under Section I of this policy is not b provided for any insured if, before or after a loss, any **insured** has:
 - (1) concealed or misrepresented any material fact or circumstance;
 - (2) presented any altered or falsified document or receipt;
 - (3) engaged in fraudulent conduct; or
 - (4) made false statements;

relating to this insurance or any claim under this policy.

expense for **bodily injury** to one person as the result of one occurrence.

- 5. Other Coverage:
 - a. Coverage E. This insurance is excess over any other collectible insurance, bond, or surety except when such insurance, bond, or surety is specifically written to cover as excess over the limits in this policy.
 - b. Coverage F. This insurance is excess over any other collectible insurance, bond, or surety.
- 6. Payment under Coverage F is not an admission of liability.
- 7. Severability.

The insurance provided by Section II of this policy applies separately to each **insured**. This does not increase our limit for any one occurrence.

- 8. Suit Against **Us**.
 - No legal action can be taken against us:
 - a. unless there is full compliance with all terms of this policy; and
 - until the obligation of any insured has been b. determined by a final judgment or an agreement signed by us.
- 9. Legal Action Against Any Insured. No person or organization has the right to join us as a party to any legal action against any insured.

- c. Coverage under Section I and Section II of this policy is not provided for any person or entity that is not an insured if, before or after a loss, that person or entity has:
 - (1) concealed or misrepresented any material fact or circumstance;
 - (2) presented any altered or falsified document or receipt:
 - (3) engaged in fraudulent conduct; or
 - (4) made false statements;

relating to this insurance or any claim under this policy.

- d. Coverage under Section II of this policy is not provided for an insured if, before or after a loss, that insured has:
 - (1) concealed or misrepresented any material fact or circumstance;
 - (2) presented any altered or falsified document or receipt;
 - (3) engaged in fraudulent conduct; or
 - (4) made false statements;

relating to this insurance or any claim under this policy.

4. Conformity.

This policy is subject to the statutes of the state in which the **residence premises** is located. If any part of this policy is contrary to such statutes, we

agree to alter that part of the policy to make it conform. However, all other parts of this policy will remain the same.

5. Death.

This applies to insurance on property covered by this policy and legal liability arising out of that property. If **you** die, **we** will insure:

- a. your legal representative;
- b. any **insured** who is a resident of the **residence premises** at the time of **your** death, as long as he or she remains a resident of the **residence premises**; or
- c. a person having proper temporary custody of **your** property until the appointment of **your** legal representative.
- 6. Endorsements.

Any time an **endorsement** is made a part of this policy it changes the terms of this policy. Where any terms in this Form differ from any similar terms in an **endorsement**, the terms in that **endorsement** prevail.

7. Inspection.

We may, but have no duty to, inspect your property or operations. Our inspection report or any resulting advice does not warrant that your property or operations are safe, healthful, or in compliance with any law or regulation. We have no duty to provide a copy of any report if we do an inspection.

8. Liberalization.

If **we** broaden any coverage without additional premium, the broadened coverage will apply. This will take place on the date **we** make the change in **your** state.

9. Nonrenewal.

See state amendatory endorsement.

10. Our Recovery Rights.

An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, **we** may require an assignment of rights of recovery to the extent that **we** make payment for a loss. If **we** require an assignment, an **insured** must sign and deliver all related papers and cooperate with **us**. An **insured** must do all that is necessary to help **us** exercise **our** recovery rights; and do nothing after a loss to harm **our** rights.

11. Policy Change Documents.

Any policy change document made part of this policy, at any time, changes the information shown in the **Declarations** until the end of the policy period.

12. Policy Period, Renewal, Premiums, And Changes.

Insurance begins and ends at 12:01 A.M. Standard Time at the location of the **residence premises** on the policy period dates shown in the **Declarations**. **You** may continue this policy by paying the premium on or before the due date in **your** Billing Notice. If **you** do not pay the premium when due, this policy will be cancelled. **We** base the premium for each policy period on **our** current manuals. **We** determine this premium based on the information **we** have when the policy period begins. Any change in this information during that policy period which affects the rating of **your** policy allows **us** to make an added charge or refund on a pro rata basis.

You are responsible for paying all premiums. We will pay you for any return premiums due.

You may be charged a fee when:

- a. you pay less than the full amount due;
- b. your payment is late; or
- c. your payment is not honored.

Please refer to **your** Billing Notice for fee amounts.

We may replace or add policy forms or endorsements at any anniversary date, per our manual rules in effect at that time.

If this policy replaces any other policy ending at 12:00 Noon Standard Time on the date this policy begins, this policy will begin at 12:00 Noon Standard Time instead of at 12:01 A.M. Standard Time.

13. Waiver Or Change Of Policy Terms.

Only **you** are authorized to request a waiver or change of any policy term, on behalf of all **insureds**. We must agree to any request for waiver or change of any policy term. This policy can only be changed by **us**. Any policy change must be in writing.

Our President and Secretary sign this policy at Madison, Wisconsin on **our** behalf. If state law requires, **our** authorized representative countersigns the **Declarations**.

William D. Westre

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COLORADO AMENDATORY ENDORSEMENT

The terms of the policy apply except as changed by this endorsement.

SECTION I - PROPERTY COVERAGE

When this policy is a Homeowners Form, Coverage D - Loss Of Use, paragraph 1 is deleted and replaced by the following:

1. Additional Living Expense.

This Coverage applies when a loss covered by this policy makes that part of the **residence premises** where **you** reside unfit to live in. **We** then pay for the reasonable and necessary increase in living expense **you** incur to maintain the normal standard of living of the **household**.

Payment will be for the shortest time required to repair or replace the damaged property or, if **you**

permanently relocate, the shortest time required for **you** to do so. However, **we** will make no payment for an Additional Living Expense that is incurred more than 24 months following the date of loss.

The following sentence is added to Coverage D - Loss Of Use for all policy types:

No deductible applies to this Coverage.

b. This includes any cost or expense to:

any pollutant from any source.

dispose of; or

SECTION I – EXCLUSIONS

The Pollution Exclusion is deleted and replaced by the following:

Pollution.

a. This means any actual, alleged, or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry, or migration of any **pollutant** from any source.

SECTION I - ADDITIONAL COVERAGE

The following Additional Coverage is added:

Pollutant Testing.

a. This means the cost for an initial inspection, test, sample, or analysis to determine the presence of any **pollutant** prior to the removal, replacement, or repair of damaged property. This Coverage only applies if **we** confirm that property damage is due to a loss covered under Section I of this policy.

When this policy is a Homeowners Form, the Amounts Of Insurance Condition is deleted and replaced by the following:

Amounts Of Insurance.

You are responsible for having sufficient amounts of insurance for all coverage in this policy.

You must notify **us** if **you** wish to increase or change any amount of insurance. This includes but is not limited to any increase due to:

- a. improvement, addition, or remodeling;
- b. purchase of personal property;
- c. construction cost estimate; or
- d. appraisal of any property.

- b. This does not mean any cost or expense to:
 - abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or

 abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate,

(2) in any way respond to, or assess the effects of;

(2) in any way respond to, or assess the effects of; any **pollutant**, regardless of whether it was identified by the inspection, test, sample, or analysis.

SECTION I - CONDITIONS

For dwelling and other **structures**, **we** use a building cost guide to assist **you** in estimating the construction cost. The cost guide uses very general information. **We** do not guarantee that any estimate from the building cost guide will represent the actual cost to reconstruct **your** dwelling or other **structures**. **You** may obtain a construction cost estimate from a qualified appraiser, licensed contractor, or licensed architect at **your** expense. **You** may select a coverage amount equal to such construction cost estimate if **we** agree to that amount. When this policy is a Condominium Unit-Owners Form, the following is added to paragraph g. of the Deductible Condition:

However, we will apply a deductible to any loss caused by earthquake, regardless of whether you or the condo association have purchased optional earthquake coverage.

Suit Against Us is deleted and replaced by the following for all policy types:

Suit Against Us.

We may not be sued unless there has been full compliance with all the terms of this policy. Suit must be brought within the time allowed by the applicable Colorado statute of limitations.

The following Condition is added for all policy types: Cancellation.

- a. You may cancel this policy at any time by returning it to **us** or advising **us** of the current or future date when it should be cancelled. Any premium refund due you will be issued within 30 days of the date we receive notice of cancellation.
- b. We may cancel this policy by notifying the named insured shown in the Declarations in writing of the date cancellation takes effect. The cancellation notice may be delivered or mailed to the named insured's last address known to us. This notice will include the actual reasons for cancellation. Delivery of this notice will be subject to the laws of the state of Colorado. Like notice will also be delivered or mailed to any person or entity listed in the policy as having a right to such notice. If we cancel this policy, any premium refund due you will be issued within 5 business days of the date cancellation takes effect. Cancellation by us may only be for the following reasons:
 - (1) When **you** have not paid the premium, whether payable to **us** or to **our** agent or under any finance or credit plan, we may cancel at any time by notifying the named **insured** shown in the Declarations at least 10 days before the date cancellation takes effect.
 - (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason other than nonpayment by notifying the named insured shown in the Declarations at least 30 days before the date cancellation takes effect.
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, we may cancel if:

When this policy is a Homeowners Form, Manufactured Homeowners Form, or a Condominium Unit-Owners Form, the following Condition is added:

Special Colorado Personal Property Total Loss Provision.

In the event of a total loss to covered personal property at **your** primary residence, **we** will provide **you** with an initial payment of 30 percent of the Coverage C -Personal Property limit without requiring you to submit a written inventory. If you choose to receive an additional payment according to the terms of the policy, you must submit a full inventory of the damaged or destroyed personal property within 365 days of submitting **your** total loss claim to **us**. All other terms in Section I - Conditions and Section I - How We Settle Losses apply to the loss.

GENERAL CONDITIONS

- (a) there has been а material misrepresentation of fact which, if known to us, would have caused us not to issue the policy; or
- (b) the risk has changed substantially since the policy was issued, unless we could have reasonably foreseen the change or contemplated the risk in writing the policy.

We may do this by notifying the named insured shown in the Declarations at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying the named insured shown in the Declarations at least 30 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

The following Condition is added for all policy types: Nonrenewal.

We may elect not to renew this policy. If we elect not to renew, we will provide written notice to the named insured shown in the Declarations at least 30 days before the expiration date of this policy. The nonrenewal notice may be delivered or mailed to the named insured's last address known to us. This notice will include the actual reasons for nonrenewal. Delivery of this notice will be subject to the laws of the state of Colorado. Like notice will also be delivered or mailed to any person or entity listed in the policy as having a right to such notice.

The following paragraph is added to the Policy Period, Renewal, Premiums, And Changes Condition for all policy types:

Included with the premium **you** pay for insurance coverage, **we** may include additional non-insurance products or services that are available to **you**. These products or services may be provided by **us** or by an outside organization. **We** do not warrant the

All other terms remain unchanged.

merchantability, fitness, value, or condition of the non-insurance products or services that are provided by an outside organization.

DANGEROUS DOG AND EXOTIC ANIMAL LIABILITY LIMIT

The terms of the policy apply except as changed by this **endorsement**.

SECTION II - LIABILITY COVERAGE

The following is added to Coverage E - Personal Liability:

The dangerous dog and exotic animal liability **limit** shown in the **Declarations** is the most **we** will pay for compensatory damages for which an **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** or offense arising out of:

- 1. a dangerous dog **you**, any **insured**, or any member of **your household** owns or has in his or her care, custody, or control.
 - a. Dangerous dog means any dog:
 - (1) trained or used as an attack or guard dog;
 - (2) previously deemed to be vicious, aggressive, or dangerous as defined by any state or local law, regulation, or ordinance; or
 - (3) that has a prior history of biting or vicious act that:
 - (a) resulted in death to a person;
 - (b) required any type of professional medical treatment; or
 - was reported to any governmental agency.
 - b. A dangerous dog does not mean a trained attack or guard that is currently, or was previously, owned by a governmental agency and is in **your**, any **insured's**, or any member of **your household's** care, custody, or control.
- 2. an exotic animal **you**, any **insured**, or any member of **your household** owns or has in his or her care, custody, or control.

Exotic animal means a:

- a. non-domesticated feline;
- b. non-human primate;
- c. venomous or poisonous animal;
- d. caiman, alligator, or crocodile;
- e. bear;
- f. wolf;
- g. jackal;
- h. fox; or
- i. coyote;

including any hybrid of these animals.

All other terms remain unchanged.

EQUIPMENT BREAKDOWN COVERAGE

The terms of the policy apply except as changed by this endorsement.

SCHEDULE

Equipment Breakdown Coverage Limit: \$100,000

We will pay up to the **limit** of \$10,000 for Expediting Expense.

We will pay up to the limit of \$10,000 for Spoilage Coverage.

We will pay up to the limit of \$10,000 for Pollutant Clean Up And Removal.

We will pay up to the limit of \$10,000 for loss that occurs off of the residence premises.

Environmental, Safety And Efficiency Improvements Percentage - 150%

Green Environmental And Efficiency Improvements Percentage - 150%

Equipment Breakdown Per Occurrence Deductible: \$500

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

With respect only to the coverage this endorsement provides, changes are made to the following:

DEFINITIONS

The following Definitions are added:

A. Equipment breakdown.

This means:

- 1. Physical loss or damage caused by, resulting from, or consisting of:
 - a. mechanical breakdown;
 - b. electrical or electronic breakdown; or
 - c. rupture, bursting, bulging, implosion, or steam explosion; and

occurring to and originating within:

- any residential heating, ventilating, air conditioning, mechanical, electrical, electronic, fiber optic equipment, or home appliance; or
- (2) boilers, fired or unfired pressure vessels, vacuum vessels, or pressure piping, all of which are normally subject to vacuum or internal pressure except static pressure of contents, excluding:
 - (a) waste disposal piping;
 - (b) any piping forming part of a fire protective sprinkler system; and
 - (c) any water piping except:
 - (i) boiler feed water piping between the feed pump and the boiler;
 - (ii) boiler condensate return piping; or

- (iii) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes;
- 2. **Equipment breakdown** does not mean physical loss or damage caused by or resulting from any of the following:
 - a. wear and tear;
 - all losses excluded in the Homeowners policy, Manufactured Homeowners policy, Condominium Unit-Owners policy or Renters policy; and
 - c. loss, damage, cost or expense directly caused by, contributed to, resulting from or arising out of the causes of loss listed under Section I - Perils, Coverage C -Personal Property:
- 3. However if an **equipment breakdown** loss or damage not otherwise excluded results, then **we** will pay for such resulting damage.

B. Green.

This means:

- 1. products;
- 2. materials;
- 3. methods; and
- processes;

certified by a green authority that:

- a. conserve natural resources;
- b. reduce energy or water consumption;
- c. avoid toxic or other polluting emissions; or
- d. otherwise minimize environmental impact.

C. Green authority.

This means an authority on:

- 1. green buildings;
- 2. products;
- 3. materials;
- 4. methods; or

SECTION I - ADDITIONAL COVERAGE

As used in this **endorsement** only, the following Additional Coverage are added:

A. Equipment Breakdown.

We will pay up to the limit shown in the Schedule above for direct physical loss to property described in Coverage A, Coverage B, Coverage C, and Coverage D when caused by equipment breakdown occurring on the residence premises. We will pay for loss or damage to covered property resulting from a covered equipment breakdown while temporarily at a premises or location that is not a residence premises. This coverage does not apply to any motor vehicle. The most we will pay for loss or damage under this Additional Coverage is the limit shown in the Schedule above. This Additional Coverage does not increase the per occurrence limit for equipment breakdown Coverage.

- B. The following additional coverage for Expediting Expense, Spoilage Coverage, and Pollutant Clean Up And Removal are added for losses covered under this **endorsement** only and are part of and not in addition to the **equipment breakdown** coverage **limit** shown in the Schedule above.
 - 1. Expediting Expense.

We will pay up to the limit shown in the Schedule above for expediting expense loss resulting from an equipment breakdown with

5. processes;

certified and accepted by:

- a. Leadership in Energy and Environmental Design (LEED®);
- b. Green Building Initiative Green Globes®;
- c. Energy Star Rating System; or
- d. any other recognized $\ensuremath{\text{green}}$ rating system.

respect to **your** damaged property. **We** will pay the reasonable extra cost to:

- a. make temporary repairs;
- b. expedite permanent repairs; and
- c. expedite permanent replacement.

Reasonable extra cost means the additional cost of temporary repair and of expediting the repair of such damaged equipment of the **insured**, including overtime and the additional cost of express or other rapid means of transportation.

 Additional Coverage for Refrigerated or Frozen Food is deleted and replaced by: Spoilage Coverage.

We will pay up to the limit shown in the Schedule above for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an **equipment breakdown** to property covered by this policy.

- 3. Pollutant Clean Up And Removal.
 - We will pay up to the **limit** shown in the Schedule above for **pollutant** clean up and removal for loss resulting from an **equipment breakdown**.

SECTION I - PERILS

Coverage C - Personal Property.

For losses covered by this **endorsement** only, the following Peril is deleted from the policy:

Damage From Artificially Generated Electrical Current.

SECTION I - EXCLUSIONS

For losses covered by this endorsement only, the Exclusion for Mechanical Breakdown, Inherent Vice, Latent Defect is deleted and replaced by: Inherent Vice and Latent Defect.

Equipment Breakdown Deductible.

Losses covered under this **endorsement** are subject to the **equipment breakdown** deductible shown in the Schedule above.

Other Coverage.

If more than one coverage of this policy insures the same loss, **we** pay no more than the actual claims, loss

SECTION I - HOW WE SETTLE LOSSES

For losses covered by this **endorsement** only, the following are added:

- A. Loss Settlement For Equipment Breakdown:
 - We will pay you the amount you spend to repair or replace your covered property damaged by an equipment breakdown. Our payment will be the least of:
 - a. the cost at the time of the **equipment breakdown** to repair the damaged covered property;
 - b. the cost at the time of the **equipment breakdown** to replace the damaged covered property with property of like kind, capacity, size and quality, and used for the same purpose; or
 - c. the amount **you** actually spend that is necessary to repair or replace the damaged property.
 - 2. With respect to **your** covered property, if the cost of repairing or replacing only a part of the damaged covered property is greater than:
 - a. the cost of repairing the covered property; or
 - b. the cost of replacing the entire covered property on the same site;

we will pay the lesser amount.

- 3. The repair parts or replacement covered property must be:
 - a. of like kind, capacity, size and quality; and
 - b. used for the same purpose.

In addition, the following loss settlement provisions apply. These additional loss settlement options are part of and do not increase the **limits** shown in the Schedule above.

B. Environmental, Safety, And Efficiency Improvements:

If covered property requires replacement due to an **equipment breakdown**, we will pay **your** additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

We will pay your additional cost for environmental, safety, and efficiency improvements up to the amount determined by multiplying the percentage shown in the Schedule above by the repair cost or

All other terms remain unchanged.

or damage sustained. The insurance provided under this **endorsement** shall be considered primary insurance and any similar insurance offered under this policy shall be considered excess.

replacement cost of property of like kind and quality.

C. **Green** Environmental And Efficiency Improvements:

If covered property requires repair or replacement due to an **equipment breakdown**, **we** will pay:

- the reasonable and necessary additional cost incurred by the **insured** to repair or replace physically damaged covered property with equipment of like kind and quality which qualifies as **green**. Like kind and quality includes similar size and capacity;
- the additional reasonable and necessary fees incurred by the **insured** for an accredited professional certified by a **green authority** to participate in the repair or replacement of physically damaged covered property as green;
- the additional reasonable and necessary cost incurred by the **insured** for certification or recertification of the repaired or replaced covered property as green;
- 4. the additional reasonable and necessary cost incurred by the **insured** for **green** in the removal, disposal or recycling of damaged covered property; or
- the Loss of Use loss (if covered by the Policy to which this Equipment Breakdown Coverage endorsement is attached) during the additional time required for repair or replacement of covered property, consistent with green, in the coverage above.

We will pay your additional cost for green environmental and efficiency improvements up to the amount determined by multiplying the percentage shown in the Schedule above by the repair cost or replacement cost of equipment of like kind and quality inclusive of fees, costs, and any loss of use loss incurred as stated above.

Green Environmental And Efficiency Improvements does not cover any of the following:

- 1. Any loss covered under any other section of this policy.
- 2. Any cost incurred due to any law or ordinance with which the **insured** was legally obligated to comply prior to the time of the **equipment breakdown**.

HIDDEN WATER COVERAGE

The terms of the policy apply except as changed by this endorsement.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

DEFINITIONS

The following is added:

Hidden water.

- a. This means the source of damage caused by or resulting from continuous or repeated seepage or leakage of water or steam from within a:
 - (1) plumbing system;
 - (2) heating system;
 - (3) air conditioning system;
 - (4) fire protection sprinkler system; or
 - (5) home appliance.

- b. The source of hidden water damage must:
 - (1) occur within **your** dwelling or other **structure** on the **residence premises**; and
 - (2) be located and concealed:
 - (a) within the walls, floors, ceilings, cabinets;
 - (b) beneath the floors; or
 - (c) behind or under a home appliance.

SECTION I - PERILS

When this policy is a:

- Homeowners Form; or
- Manufactured Homeowners Form; under item C.; or
- Condominium Unit-Owners Form, under item B.;

Coverage C – Personal Property, paragraphs 13. Discharge Or Overflow Of Water Or Steam and 14. Tearing Apart, Cracking, Burning, Or Bulging are deleted and replaced as follows:

13. Discharge Or Overflow Of Water Or Steam.

This Peril means discharge or overflow of water or steam from within a plumbing system, heating system, air conditioning system, fire protection sprinkler system, or home appliance.

This Peril does not cover loss caused by or resulting from:

- a. freezing;
- b. the presence or condensation of humidity, moisture, or vapor that occurs over a period of one week or longer; or
- c. water regardless of its source or origin:
 - (1) including any waterborne material or sewage from:
 - (a) off the residence premises; or
 - (b) any septic system;

that enters through sewers or drains on the **residence premises**;

- (2) that enters into and overflows from within a sump pump well discharge system, or any related components of a foundation drainage system; or
- (3) from a roof drain, gutter, downspout, or similar fixture or equipment;

regardless of whether the cause of loss is hidden from view or not.

This Peril does not cover loss to the system or appliance that the water or steam escaped from.

- 14. Tearing Apart, Cracking, Burning, Or Bulging. This Peril means tearing apart, cracking, burning, or bulging of a steam or hot water heating system, air conditioning system, fire protection sprinkler system, or home appliance for heating water. This Peril does not cover any loss caused by or resulting from:
 - a. freezing; or
 - b. the presence or condensation of humidity, moisture, or vapor that occurs over a period of one week or longer;

regardless of whether the cause of loss is hidden from view or not.

SECTION I - EXCLUSIONS

When this policy is a Homeowners Form or Condominium Unit-Owners Form, under item A. The Following Exclusions Apply To All Section I Coverage, the following is added to paragraph 16. Water: This Exclusion does not apply to **hidden water**.

When this policy is a Manufactured Homeowners Form, under item A. The Following Exclusions Apply To All Section I Coverage, the following is added to paragraph 17. Water:

This Exclusion does not apply to hidden water.

When this policy is a Homeowners Form or Manufactured Homeowners Form, under item B. The Following Exclusions Apply To Coverage A – Dwelling and Coverage B – Other **Structures**:

The following is added to paragraph 2. Continuous Or Repeated Seepage Or Leakage Of Water Or Steam from within a:

This Exclusion does not apply to hidden water.

The following is added to paragraph 7. Rust, Corrosion, Frost, Condensation, Wet Or Dry Rot:

This Exclusion does not apply to rust, corrosion, or wet or dry rot caused by or resulting from **hidden water**.

The following is added to paragraph 12. Wear And Tear, Marring, Scratching, Deterioration:

This Exclusion does not apply to wear and tear or deterioration caused by or resulting from **hidden** water.

When this policy is a Condominium Unit-Owners Form, under item B. The Following Exclusions Apply To Coverage A – Dwelling:

The following is added to paragraph 2. Continuous Or Repeated Seepage Or Leakage Of Water Or Steam from within a:

This Exclusion does not apply to hidden water.

The following is added to paragraph 7. Rust, Corrosion, Frost, Condensation, Wet Or Dry Rot:

This Exclusion does not apply to rust, corrosion, or wet or dry rot caused by or resulting from **hidden water**.

The following is added to paragraph 12. Wear And Tear, Marring, Scratching, Deterioration:

This Exclusion does not apply to wear and tear or deterioration caused by or resulting from **hidden** water.

SECTION I - ADDITIONAL COVERAGE

The following is added:

Hidden Water.

- a. The **limit** for this Coverage is shown in the **Declarations**.
- b. We will pay up to that **limit** to cover **your** reasonable and necessary expense for damage to covered property, including deterioration or rot, caused by **hidden water**.
- c. All covered loss resulting from **hidden water** damage from the same system or home appliance is considered one loss.
- d. If a **hidden water** loss causes damage during the policy period and any other policy period(s) under a policy issued to **you** by **us**, the most **we** will pay under all policy periods is the highest **limit** for this Coverage under any one policy period.

e. We do not cover any:

 loss if an **insured** knew or should have known of the continuous or repeated seepage or leakage of water or steam;

- (2) loss if there were noticeable signs of seepage or leakage of water or steam that occurred over a period of one week or longer;
- (3) loss resulting from a cessation of a septic system when the septic system is clogged or full;
- (4) increase in damage resulting from your failure to comply with Section I - Conditions - Duties After A Loss when any insured first discovered the hidden water damage;
- (5) loss to the system or appliance that the water or steam escaped from; or
- (6) loss caused by or resulting from hidden water that occurs before this Coverage is effective or after this Coverage expires.
- f. This Coverage does not increase the **limit** that applies to the covered property.

SECTION I - CONDITIONS

Date Of Loss.

For purposes of this **endorsement** only, the date of loss is the date any **insured** first discovered the **hidden water** damage.

IDENTITY FRAUD EXPENSE COVERAGE

The terms of the policy apply except as changed by this endorsement.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

DEFINITIONS

The following definition is added:

Identity fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured** with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

SECTION I - ADDITIONAL COVERAGE

The following Additional Coverage is added:

a. Identity Fraud Expense.

- (1) We will pay up to the identity fraud expense limit shown in the **Declarations** for expenses incurred by an **insured** for costs:
 - (a) to notarize affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
 - (b) of certified mail to law enforcement agencies, credit agencies, financial institutions, or similar credit grantors;
 - (c) of loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
 - (d) of reasonable attorney fees incurred as a result of **identity fraud** to:
 - defend lawsuits brought against an insured by merchants, financial institutions, or their collection agencies;
 - (ii) remove any criminal or civil judgments wrongly entered against an **insured**; and
 - (iii) challenge the accuracy or completeness of any information in a consumer credit report; or
 - (e) incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual identity fraud;

as the direct result of any one **identity fraud** commencing while this **endorsement** is in effect.

(2) We will reimburse an **insured** up to the **limit** of \$200 per day for a total not to exceed \$5,000

All other terms remain unchanged.

for **identity fraud** expense for lost income resulting from time taken off work to:

- (a) complete fraud affidavits;
- (b) meet with or talk to;
 - (i) law enforcement agencies;
 - (ii) credit agencies; or
 - (iii) legal counsel.

This **limit** is part of and not in addition to the **identity fraud** expense **limit** shown in the **Declarations**.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an **insured**, is considered to be one **identity fraud**, even if a series of acts continues into a subsequent policy period.

We do not pay for loss arising out of or in connection with a **business**.

The deductible for this Coverage is shown in the **Declarations**.

Coverage for loss that occurs during the policy period is not limited by the expiration of this policy. This Coverage is additional insurance.

b. Identity Protection Service.

At **our** option, **we** may refer an **insured** to a firm that:

- an **insured** can authorize to work on their behalf to assist them in reporting and addressing the effects of **identity fraud** to which this Coverage applies; or
- (2) can consult with an **insured** on measures they might take if a circumstance causes them to reasonably suspect that they may become, or have already become, a victim of **identity fraud** to which this Coverage applies.

No deductible applies to identity protection service.

INCREASED DWELLING LIMIT COVERAGE

The terms of the policy apply except as changed by this **endorsement**.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

SECTION I - ADDITIONAL COVERAGE

The following Additional Coverage is added:

Increased Dwelling Limit Coverage.

If the amount **you** spent to repair or replace covered damage to **your** dwelling exceeds the Coverage A - Dwelling **limit** shown in the **Declarations**, the following applies:

- a. We will pay up to the Increased Dwelling Limit Coverage amount shown in the Declarations subject to the following:
 - (1) Until **you** complete repair or replacement, **we** will not pay more than the Coverage A Dwelling **limit** shown in the **Declarations**.
 - (2) You must complete the actual repairs or replacement of your dwelling at its current location within 12 months of the date of the loss. We will extend, when we deem necessary, the 12 month period to repair or replace your dwelling.
 - (3) This coverage does not apply if **you** build or purchase a replacement dwelling at another location.
 - (4) This coverage does not apply to **your** new dwelling under construction until it is completed and occupied.
- b. This coverage does not apply to any loss that occurs after 30 days from the start of any remodeling, additions, or improvements that are greater than 5% of the Coverage A Dwelling **limit** shown in the **Declarations**. However, coverage does apply if **you** have notified **us** of the increase in value and have increased the Coverage A **limit** by at least that amount prior to the loss.

JEWELRY, GEMSTONES, WATCHES, AND FURS COVERAGE

The terms of the policy apply except as changed by this endorsement.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

SECTION I - ADDITIONAL COVERAGE

The following Additional Coverage is added:

Jewelry, Gemstones, Watches, And Furs.

We insure jewelry, gemstones, watches, and furs for sudden and accidental direct physical loss for up to the **limit** shown in the **Declarations** unless we exclude the loss in this policy or in this endorsement.

SECTION I - EXCLUSIONS

Under:

- A. The Following Exclusions Apply To All Section I Coverage: The following Exclusions are deleted:
 - Earth Movement.
 - Pollution.
 - Power Or Other Utility Service Failure.
 - Water.
 - The following Exclusions are added:
 - a. Electronic Breakdown Or Mechanical Breakdown.
 - b. Inherent Vice, Latent Defect, Or Faulty Manufacture.
 - Insects, Arachnids, Bats, Birds, Rabbits, Rodents, Domestic Or Farm Animals.
 This also includes any costs to test for, clean up, or remediate any excretion, secretion, or decomposition of any of these animals.
 - d. Rust, Corrosion, Frost, Condensation, Wet Or Dry Rot.
 - e. Smog.
 - f. Wear And Tear, Marring, Scratching, Deterioration.
 - g. Voluntary Parting.

This means the property is voluntarily given or delivered by any **insured** to another person whether or not induced to do so by swindling, fraudulent scheme, fraud, trick, or false pretense.

ORDINANCE OR LAW COVERAGE

The terms of the policy apply except as changed by this endorsement.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

SECTION I - ADDITIONAL COVERAGE

The following Additional Coverage is added:

Ordinance Or Law.

When a covered loss to property under Coverage A - Dwelling or Coverage B - Other **Structures** occurs, **we** will pay for described expenses due to the enforcement of an ordinance or law regulating construction, repair, or demolition of such property.

The **limit** for this Coverage is shown in the **Declarations**. This Coverage does not increase the **limits** for Coverage A, Coverage B, or any other **limit** in the policy.

- a. We will pay the increased cost of construction **you** incur by the enforcement of an ordinance, law, or regulation which requires or regulates:
 - (1) the:
 - (a) construction;
 - (b) demolition;
 - (c) remodeling;
 - (d) renovation; or
 - (e) repair;

of that part of the dwelling or other **structure** on the **residence premises** directly damaged by a loss covered by this policy; or

(2) the demolition and reconstruction of an undamaged part of the dwelling or other **structure** on the **residence premises**, when that dwelling or other **structure** must be totally demolished because of direct damage by a loss covered by this policy to another part of that dwelling or other **structure**.

This includes the reasonable and necessary expense **you** incur to remove the debris of damaged property covered by this **endorsement**.

b. The following is added when this is a homeowners policy:

We will pay up to an additional 10% of the Coverage A limit for such increased ordinance or law costs you incur if:

- (1) the damage to the dwelling or other **structure** and the covered increased costs **you** incur due to the enforcement of any ordinance or law is more than the Coverage A **limit** for the damaged property; and
- (2) **you** have insured **your** dwelling to a minimum of 100% of its replacement cost as estimated by **our** residential building cost guide.
- c. We do not cover any:
 - (1) property you repair or rebuild at any location other than the present location on the residence premises.
 - (2) remodeling, removal, or replacement of any undamaged part of the dwelling or other **structure** necessary to complete the remodeling, repair, or replacement of that part of the dwelling or other **structure** damaged by a loss covered by this policy.

SECTION I - EXCLUSIONS

Under A. The Following Exclusions Apply To All Section I Coverage:

We do not insure for loss consisting of, or caused directly or indirectly by any of the following:

Ordinance Or Law is deleted and replaced by the following:

Ordinance Or Law.

This means any ordinance or law:

- a. the requirements of which result in a loss in value to property; or
- b. requiring any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

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

OTHER STRUCTURES BLANKET COVERAGE

The terms of the policy apply except as changed by this **endorsement**.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

SECTION I - PROPERTY COVERAGE

Paragraph B. Coverage B - Other **Structures** is deleted and replaced by the following:

B. Coverage B - Other Structures.

- 1. We cover other structures on the residence premises. Other structure means a structure that is:
 - a. separated by a clear space from; or
 - attached only by a fence, wall, deck, utility line, walkway, patio, driveway, or similar connection to;

your dwelling.

- 2. Other **structures** include:
 - a. built-in components and attached fixtures;
 - b. additions;
 - c. attached wall-to-wall carpeting that is not in areas of the **structure** rented or held for rental to others; and
 - d. any permanent pier, wharf, or dock connecting the **residence premises** to a body of water, unless it has living quarters.

- 3. We do not cover any other structure that is:
 - a. insured by any other insurance, regardless of the **limit** for which it is insured;
 - rented or held for rental to anyone who is not a tenant of **your** dwelling, unless it is a garage; or
 - c. used for any **business** use unless:
 - (1) this policy insures such **business**; or
 - (2) the **structure** is used only for the storage of **business** merchandise, hand tools, hand-held power tools, or **business** utility vehicles solely owned, leased, or rented by an **insured** or a tenant of **your** dwelling.
 - d. a structure:
 - (1) designed originally for or now used for any agricultural use; or
 - (2) used by or for any livestock.
- 4. **We** do not cover any land or water.

SECTION I - HOW WE SETTLE LOSSES

With respect to Coverage B - Other **Structures** only when **actual cash value** is shown in the **Declarations** for such property, Paragraph A. Loss Settlement For Coverage A - Dwelling And Coverage B - Other **Structures** is deleted and replaced by the following:

We will pay for the damaged or stolen part of the property insured under Coverage B subject to the following:

- 1. We will pay the lesser of:
 - a. the actual cash value; or
 - b. the limit shown in the **Declarations**.
- When multiple layers of finished flooring exist and a covered loss damages more than one layer, we will only pay for damage to one layer.
 You decide which layer coverage applies to.
- 3. We will not pay any cost to repair or replace property due to requirements of any ordinance or law unless specifically provided by an endorsement to this policy.
- 4. We will not pay for any damage caused by hail to any metal siding surface unless the metal siding will no longer prevent water from entering the building. Metal siding surface includes metal corner trim. However, metal siding does not include any metal eave, fascia, soffit, window trim, or door trim.
- 5. **We** will not pay for any damage caused by hail to any metal roofing surface unless the metal

roofing surface will no longer prevent water from entering the building.

- We will only pay for the tear out and repair of any surface part of a building or structure that we deem necessary to access and repair any concealed part damaged by a loss covered by this policy.
- 7. We will not pay for any damage caused by hail to any metal vent, flashing, drip edge, ridge, valley, accessory, or trim unless such metal component:
 - a. will no longer:
 - (1) prevent water from entering the building; or
 - (2) perform any other intended function; or
 - b. is attached to a roof plane that has had its roofing surface damaged by hail to the extent that the roofing surface must be replaced.

However, when **we** determine that **your** other **structure** is a total loss, this provision does not apply to property described in 7. above that is part of such other **structure**.

With respect only to Coverage B - Other **Structures**, Paragraph B. Loss Settlement For Roofing System Under Coverage A - Dwelling And Coverage B - Other **Structures** is deleted.

PERSONAL PROPERTY REPLACEMENT COST COVERAGE

The terms of the policy apply except as changed by this endorsement.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

SECTION I - HOW WE SETTLE LOSSES

Loss Settlement For Coverage C - Personal Property is deleted and replaced by the following:

Loss Settlement For Coverage C - Personal Property:

We will pay for the damaged or stolen part of the property insured under Coverage C - Personal Property subject to the following:

- 1. Except for property listed in 2. or 3. below, the following applies:
 - a. Until you complete repair or replacement of damaged property, we will pay the lesser of:
 - (1) the actual cash value; or
 - (2) any **limit** that applies.
 - b. If damaged property is not replaced or repaired within 12 months after the date of loss, we will pay the lesser of:
 - (1) the actual cash value; or
 - (2) any **limit** that applies.
 - c. If damaged property is replaced or repaired within 12 months after the date of loss, we will pay the least of:
 - (1) **our** cost to clean, repair, or replace the property;
 - (2) the amount you actually and necessarily spent:
 - (a) to clean or repair the property; or
 - (b) replace the property with a similar item of like kind and quality; or
 - (3) any policy **limit** that applies.

The following is added when this is a Homeowners, Condo Unit-Owners, or Manufactured Homeowners policy: If **you** suffer a total loss to covered personal property at **your** primary residence, the time period for **you** to replace or repair the damaged property is extended up to 365 days after the expiration of Coverage D - Loss of Use to receive payment according to c. (1) - (3) above.

- 2. We will pay the least of:
 - a. the actual cash value of;
 - b. our cost to clean, repair, or replace; or
 - c. any **limit** that applies to;
 - the following:
 - (1) any property of others;
 - (2) records, films, tapes, cards, or discs of any type or any other electronic media;
 - (3) property that is not operable; or
 - (4) property that is not in use because it is obsolete or out of style.
- 3. **We** will pay the least of:
 - a. the market value at the time of loss;
 - b. our cost to clean, repair, or replace; or
 - c. any special **limit** that applies to;

the following:

- (1) antiques, paintings, etchings, pictures, tapestries, statuary, rare books, and papers, porcelains, rare glassware, or any other property that because of its inherent nature, can not be replaced with new property;
- (2) property whose age or history contributes substantially to its value including but not limited to memorabilia, souvenirs, and collector items;
- (3) commercially prerecorded digital media; or
- (4) vehicle parts.

ROOF REPLACEMENT COST COVERAGE FOR WINDSTORM AND HAIL

The terms of the policy apply except as changed by this **endorsement**.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

SECTION I - HOW WE SETTLE LOSSES

Loss Settlement For Roofing System Under Coverage A - Dwelling And Coverage B - Other **Structures** is deleted and replaced by the following:

Loss Settlement For Roofing System Under Coverage A - Dwelling And Coverage B - Other **Structures**: Roofing system means any type of roofing surface, underlayment, decking, sheathing, vents, flashing, or trim. Roofing surface means any type of material composing the exterior of the roof.

- 1. Until you complete repair or replacement of the damaged roofing system, we will pay the least of the:
 - a. value of damaged property;
 - b. change in value of damaged property directly due to the loss;
 - c. cost to repair damaged property;
 - d. cost to replace damaged property determined using the roof payment Schedule below; or
 - e. limit shown in the Declarations;
 - for damage to a roofing system caused by Windstorm Or Hail.
- 2. If the damaged roofing system is repaired or replaced within 12 months after the date of loss, **we** will pay the least of:
 - a. our cost to repair or replace the property based on current construction costs;
 - b. the amount you spent to repair or replace the property based on current construction costs; or
 - c. the limit shown in the Declarations.

less any amount **we** paid **you** based on 1.a. through 1.d above.

This provision does not apply to any **structure** that is listed for coverage on the **Actual Cash Value** Loss Settlement **endorsement**.

- 3. If the roofing system is not repaired or replaced within 12 months after the date of loss, **we** will pay the least of the:
 - a. value of damaged property;
 - b. change in value of damaged property directly due to the loss;
 - c. cost to repair damaged property;
 - d. cost to replace damaged property determined using the roof payment Schedule below; or
 - e. limit shown in the Declarations;
 - for damage to a roofing system caused by Windstorm Or Hail.
- 4. We will not pay any cost to repair or replace property due to requirements of any ordinance or law unless specifically provided by **endorsement**.
- 5. We will not pay for any damage caused by hail to any metal roofing surface unless the roofing surface will no longer prevent water from entering the dwelling or building.
- 6. We do not cover loss caused by hail to any metal vent, flashing, drip edge, ridge, valley, accessory, or trim unless such metal component:
 - a. will no longer:
 - (1) prevent water from entering the dwelling or building; or
 - (2) perform any other intended function; or
 - b. is attached to a roof plane that has had its roofing surface damaged by hail to the extent that the roofing surface must be replaced.

However, Loss Settlement For Roofing System described above in 1. through 6. does not apply when **we** determine that **your** dwelling or other **structure** is a total loss. Loss Settlement For Coverage A - Dwelling And Coverage B - Other **Structures** A.1. through A.4. and A.6., will apply to the roofing system covering such dwelling or other **structure**.

				Surface Paym				
					plied to all compoled to all compole			luding
	Roof Surface Material Type							
Age Of Roof In Years	Class 3 or 4 Impact Resistant, Synthetic Plastic, or Architectural Composition Shingles	All Other Composition or Solar Shingles	Wood Shingles or Shakes	Metal Shingles or Panels	Concrete Tile, Fiber Cement Tile, or Clay Tile	Slate	Built-up tar With Or Without Gravel, Rubber Membrane, or Other Flat Roof Surface	All Other Roof Surface Types
0	100%	100%	100%	100%	100%	100%	100%	100%
1	97%	96%	97%	98%	98%	99%	95%	95%
2	94%	92%	94%	96%	96%	98%	90%	90%
3	91%	88%	91%	94%	94%	97%	85%	85%
4	88%	84%	88%	92%	92%	96%	80%	80%
5	85%	80%	85%	90%	90%	95%	75%	75%
6	82%	76%	82%	88%	88%	94%	70%	70%
7	79%	72%	79%	86%	86%	93%	65%	65%
8	76%	68%	76%	84%	84%	92%	60%	60%
9	73%	64%	73%	82%	82%	91%	55%	55%
10 11	70% 67%	60%	70%	80%	80%	90%	50%	50%
12	64%	56% 52%	67% 64%	78% 76%	78% 76%	89% 88%	45% 40%	45% 40%
12	61%	52% 48%	64% 61%	76%	76%	<u> </u>	35%	40% 35%
13	58%	40 %	58%	74%	74%	86%	30%	30%
15	55%	40%	55%	70%	70%	85%	25% payable for 15 years or over	25% payable for 15 years or over
16	52%	36%	52%	68%	68%	84%		
17	49%	32%	49%	66%	66%	83%		
18	46%	28%	46%	64%	64%	82%		
19	43%	25% payable for 19 years or over	43%	62%	62%	81%		
20	40%		40%	60%	60%	80%		
21	37%		37%	58%	58%	79%		
22	34%		34%	56%	56%	78%		
23	31%		31%	54%	54%	77%		
24	28%		28%	52%	52%	76%		
25	25% payable for 25 years or over		25% payable for 25 years or over	50%	50%	75%		
26				48%	48%	74%		
27				46%	46%	73%		
28				44%	44%	72%		
29				42%	42%	71%		

	Roof Surface Payment Schedule (continued)							
		Roof Surface Material Type						
Age Of Roof In Years	Class 3 or 4 Impact Resistant, Synthetic Plastic, or Architectural Composition Shingles	- ·	Wood Shingles or Shakes	Metal Shingles or Panels	Concrete Tile, Fiber Cement Tile, or Clay Tile	Slate	Built-up tar With Or Without Gravel, Rubber Membrane, or Other Flat Roof Surface	All Other Roof Surface Types
30				40% payable for		70% payable for		
				30 years or over	30 years or over	30 years or over		

SERVICE LINE COVERAGE

The terms of the policy apply except as changed by this endorsement.

SCHEDULE

Schedule of Limits and Deductibles		
Service Line Coverage Per Occurrence Limit \$10,000		
Service Line Coverage Per Occurrence Deductible \$		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations .		

With respect only to the coverage this **endorsement** provides, changes are made to the following:

DEFINITIONS

The following Definitions are added:

- 1. **Green** means products, materials, methods, and processes certified by a **green authority** that:
 - a. conserve natural resources;
 - b. reduce energy or water consumption;
 - c. avoid toxic or other polluting emissions; or
 - d. otherwise minimize environmental impact.
- 2. **Green authority** means an authority on **green** buildings, products, materials, methods, or processes certified and accepted by the following organizations:
 - a. Leadership in Energy and Environmental Design (LEED®);
 - b. Green Building Initiative Green Globes®;
 - c. Energy Star Rating System; or
 - d. any other recognized green rating system.

3. Replacement Cost Terms means:

- a. the smaller of the following amounts is used in applying the terms under the Service Line Coverage Per **Occurrence Limit**:
 - the cost, at the time of loss, to replace the lost or damaged part of the property, without deduction for depreciation;
 - (2) the cost, at the time of loss, to repair the damaged part of the property; or
 - (3) the amount **you** spend that is necessary to repair or replace damaged property.

- 4. Service line covered property means any piping or wiring that provides the following services to the residence premises: electrical power, heating, natural gas, waste disposal, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. However, service line covered property does not include any piping or wiring that is not underground.
- 5. **Service Line Occurrence** as used herein means loss or damage caused by:
 - a. wear and tear;
 - b. rust or other corrosion, decay, deterioration, hidden or latent defect;
 - c. collapse, but not including sinkhole or subsidence collapse;
 - d. electrical and mechanical or pressure systems breakdown; or
 - e. freezing.

Service line occurrence will only apply to causes of loss listed above. However, service line occurrence will include any excavation costs associated with the repair or replacement of service line covered property.

SECTION I - ADDITIONAL COVERAGE

As used in this **endorsement** only, the following Additional Coverage is added:

We cover direct physical loss to service line covered property that is caused by a service line occurrence at the residence premises. Service Line Coverage extends to any additional living expenses coverage provided in the underlying policy to which this endorsement applies. The Service Line Coverage Per Occurrence Limit shown in the Schedule of Limits and Deductibles above is the most we pay for any one loss, regardless of the number of service line occurrences.

Deductible

- a. The Service Line Coverage Per Occurrence Deductible shown in the Schedule above applies to all coverages provided by this endorsement.
- b. Subject to the Service Line Coverage Per Occurrence Limit set forth by this endorsement,

SECTION I - HOW WE SETTLE LOSSES

With respect to the coverage provided by this endorsement only, the following changes apply.

All Section I - How We Settle Losses terms and conditions are deleted and replaced by the following:

- 1. Loss Settlement For Service Line Covered Property: Subject to the terms of this endorsement, we settle losses per Replacement Cost Terms.
- 2. Green Environmental, Safety, and Efficiency Improvements.

If service line covered property requires repair or replacement due to a service line occurrence, we will pay:

- a. the lesser of the reasonable and necessary additional cost incurred by the insured to repair or replace physically damaged service line covered property with equipment of like kind and quality which qualifies as green. Like kind and quality includes similar size and capacity.
- b. the additional reasonable and necessary fees incurred by the insured for an accredited professional certified by a green authority to participate in the repair or replacement of

All other terms remain unchanged.

we pay that part of the loss, damage, or expense over the deductible. Only one deductible applies at each location.

physically damaged service line covered property as green.

- c. the additional reasonable and necessary cost incurred by the insured for certification or recertification of the repaired or replaced service line covered property as green.
- d. the additional reasonable and necessary cost incurred by the insured for green in the removal, disposal or recycling of damaged service line covered property.
- e. the Loss of Use loss (if covered by the policy to which this Service Line Coverage is attached) during the additional time required for repair or replacement of service line covered property, consistent with green, in the coverages above.

However, we will not pay more than 150% of what the cost would have been to repair or replace service line covered property with like kind and quality. This is inclusive of fees, costs, and any additional living costs incurred as stated above.

WATER COVERAGE FROM AN OUTSIDE WATER SOURCE

The terms of the policy apply except as changed by this endorsement.

With respect only to the coverage this **endorsement** provides, changes are made to the following:

DEFINITIONS

The following is added:

Outside water source. This means the discharge, escape, or continuous or repeated seepage or leakage of water from:

- a. lawn or garden sprinkler systems, garden hoses, spigots, outdoor faucets, and outdoor shower systems;
- b. swimming pools, swim spas, whirlpools, and hot tubs;
- c. water features and water gardens constructed by any person; or
- d. hydrants;
- on the residence premises.

SECTION I - ADDITIONAL COVERAGE

The following is added:

Water From An Outside Water Source.

- a. The **limit** for this Coverage is shown in the **Declarations**.
- b. We will pay up to that limit to cover your reasonable and necessary expense for direct physical loss to covered property caused by water from an outside water source.
- c. All covered loss resulting from water from an **outside water source** from the same event is considered one loss.
- d. If the water from an **outside water source** loss causes damage during the policy period and any other policy period(s) under a policy issued to **you** by **us**, the most **we** will pay under all policy periods is the highest **limit** for this Coverage under any one policy period.
- e. We do not cover any:
 - (1) loss if an **insured** knew or should have known of the discharge, escape, continuous or

expires.

SECTION I - EXCLUSIONS

When this policy is a Homeowners Form or Condominium Unit-Owners Form, under item A. The Following Exclusions Apply To All Section I Coverage, subpart a. of 16. Water is deleted and replaced as follows:

- a. water including but not limited to:
 - (1) flood, wave, tide;
 - (2) surface water. This does not include water from an **outside water source**;
 - (3) overflow of any body of water;
 - (4) tidal water, tidal wave, tsunami, seiche; or
 - (5) surge or spray of any water whether or not driven by wind;

When this policy is a Manufactured Homeowners Form, under item A. The Following Exclusions Apply To All

Section I Coverage, subpart a. of 17. Water is deleted

Section I Coverage, subpart a. of 17. Water is deleted and replaced as follows:

- a. water including but not limited to:
 - (1) flood, wave, tide;
 - (2) surface water. This does not include water from an **outside water source**;
 - (3) overflow of any body of water;
 - (4) tidal water, tidal wave, tsunami, seiche; or
 - (5) surge or spray of any water whether or not driven by wind;

When this policy is a Renters Form, under The Following Exclusions Apply To All Section I Coverage, subpart a. of 15. Water is deleted and replaced as follows:

a. water including but not limited to:(1) flood, wave, tide;

repeated seepage or leakage of water from an **outside water source**;

- (2) loss if there were noticeable signs of a discharge, escape, continuous or repeated seepage or leakage of water from an **outside** water source that occurred over a period of one week or longer;
- (3) increase in damage resulting from your failure to comply with Section I - Conditions - Duties After A Loss when any insured first discovered the damage caused by water from an outside water source;
- (4) loss to the system that the water from an **outside water source** escaped from; or
- (5) loss caused by or resulting from water from an outside water source that occurs before this Coverage is effective or after this Coverage expires.

- (2) surface water. This does not include water from an **outside water source**;
- (3) overflow of any body of water;
- (4) tidal water, tidal wave, tsunami, seiche; or
- (5) surge or spray of any water whether or not driven by wind;

When this policy is a Homeowners Form or Condominium Unit-Owners Form, under item A. The Following Exclusions Apply To All Section I Coverage, 16. Water, the following paragraph:

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

However, direct loss by fire or explosion resulting from this Exclusion is covered.

Is deleted and replaced as follows:

Except as provided only as described in Water From An **Outside Water Source** in Section I - Additional Coverage above, this Exclusion applies to, but is not limited to escape, overflow, or discharge, for any reason, of any water or any waterborne material including but not limited to sewage, from a dam, levee, seawall, or any other boundary or containment system. However, direct loss by fire or explosion resulting from this Exclusion is covered.

When this policy is a Manufactured Homeowners Form, under item A. The Following Exclusions Apply To All Section I Coverage, 17. Water, the following paragraph: This Exclusion applies to, but is not limited to escape, overflow, or discharge, for any reason, of any water or any waterborne material including but not limited to sewage, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire or explosion resulting from this Exclusion is covered.

Is deleted and replaced as follows:

Except as provided only as described in Water From An **Outside Water Source** in Section I - Additional Coverage above, this Exclusion applies to, but is not limited to escape, overflow, or discharge, for any reason, of any water or any waterborne material including but not limited to sewage, from a dam, levee, seawall, or any other boundary or containment system. However, direct loss by fire or explosion resulting from this Exclusion is covered.

When this policy is a Renters Form, under The Following Exclusions Apply To All Section I Coverage, 15. Water, the following paragraph:

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

However, direct loss by fire or explosion resulting from this Exclusion is covered.

Is deleted and replaced as follows:

Except as provided only as described in Water From An **Outside Water Source** in Section I - Additional Coverage above, this Exclusion applies to, but is not limited to escape, overflow, or discharge, for any reason, of any water or any waterborne material including but not limited to sewage, from a dam, levee, seawall, or any other boundary or containment system. However, direct loss by fire or explosion resulting from this Exclusion is covered.

When this policy is a Homeowners Form, under item A. The Following Exclusions Apply To All Section I Coverage, 16. Water, subpart c.

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**; or

Is deleted and replaced by the following:

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**, except loss caused by a water supply line within the perimeter of **your** dwelling or other **structure**; or

When this policy is a Condominium Unit-Owners Form, under item A. The Following Exclusions Apply To All Section I Coverage, 16. Water, subpart c.

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**; or

Is deleted and replaced by the following:

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**, except loss caused by a water supply line within the perimeter of **your condo unit** or other **structure**; or

When this policy is a Manufactured Homeowners Form, under item A. The Following Exclusions Apply To All Section I Coverage, 17. Water, subpart c.

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**; or

Is deleted and replaced by the following:

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or

flows through any **structure**, except loss caused by a water supply line within the perimeter of **your** dwelling or other **structure**; or

When this policy is a Renters Form, under The Following Exclusions Apply To All Section I Coverage, 15. Water, subpart c.

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**; or

SECTION I - CONDITIONS

Date Of Loss.

For purposes of this **endorsement** only, the date of loss is the date any **insured** first discovered the damage caused by water from an **outside water source**.

All other terms remain unchanged.

Is deleted and replaced by the following:

c. water below the surface of the ground, including water which exerts pressure on, or seeps, leaks, or flows through any **structure**, except loss caused by a water supply line within the perimeter of **your housing unit** or other **structure**; or

Homeowners Policy Discounts and Endorsements

This is a listing of endorsements and discounts for which you may be eligible. There is a check mark next to those that have already been applied to your policy. Please refer to your policy, declarations page, or customer bill for further information, or contact your agent with questions. *Not all discounts or endorsements are available in all states.*



American Family Insurance Company 6000 American Parkway Madison WI 53783

For customer service and claims service 24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326) amfam.com

Discounts	Applied to Policy
Affinity Discount	
Age of Home Discount	
Auto Pay Discount	
Customer Full Pay Discount	
Generational Discount	
Home Purchase Discount	
Loyalty Discount	
Multi-product Discount	
Paperless Discount	
Renovated Home Discount	
Renters to Ownership Discount	
Safe Secure Smart Home Discount	

You may be required to take additional action to qualify for certain discounts.

Endorsement Number	Endorsements	Applied to Policy
HO 04 81	Actual Cash Value Loss Settlement	
HO 86 08	Additional Insured - Designated Person Or Organization	
HO 86 01	Additional Insured - Limited Liability Company Coverage	
HO 06 15	Additional Insured - Trust Coverage	
HO 04 41	Additional Insured Coverage	
HO 04 10	Additional Interest Coverage	
HO 84 01	Additional Owners Coverage	
HO 84 15	Additional Premises Coverage	
HO 85 05	Animal Liability Exclusion	
HO 84 00	Business Property Coverage	
HO 86 03	Dangerous Dog And Exotic Animal Liability Limit	√
HO 83 02	Diminishing Deductible	
HO 84 05	Dwelling Cosmetic Hail Damage Coverage For Metal Roof And Siding	
HO 84 10	Dwelling Matching Undamaged Vinyl Or Metal Siding Coverage	
HO 84 20	Dwelling Under Renovation, Repair, Or Remodeling Coverage	
HO 04 54	Earthquake Coverage	
HO 84 12	Equipment Breakdown Coverage	1
HO 84 21	Family Member Occupying The Dwelling Coverage	
HO 04 85	Fire Department Clause	
HO 84 03	Freezing Of Whirlpool, Hot Tub, Or Spa Coverage	
HO 84 28	Hidden Water Coverage	1
HO 04 97	Home Day Care Coverage	
HO 04 55	Identity Fraud Expense Coverage	✓
HO 86 10	Increased Dwelling Limit Coverage	✓
HO 86 07	Itemized Personal Property Coverage	
HO 86 02	Jewelry, Gemstones, Watches, And Furs Coverage	✓
HO 84 17	Landlord's Coverage	
HO 88 03	Lender's Loss Payable Coverage	

Endorsement Number	Endorsements	Applied to Policy
HO 84 14	Limited Home Business Coverage	
HO 84 13	Limited Livestock Coverage	
HO 04 36	Loss Assessment Coverage For Earthquake	
HO 06 07	New Dwelling Under Construction	
HO 84 11	Nursing/Assisted Living Facility Personal Property And Liability Coverage	
HO 84 16	Ordinance Or Law Coverage	✓
HO 86 04	Original Construction Coverage	
HO 84 24	Other Structures Blanket Coverage	✓
HO 24 10	Personal Injury Coverage	
HO 04 65	Personal Property Increased Special Limits Coverage	
HO 04 90	Personal Property Replacement Cost Coverage	✓
HO 84 18	Pet Coverage	
HO 84 02	Pier, Wharf, And Boat Dock Collapse Coverage	
HO 04 16	Premises Alarm Or Fire Protection System	
HO 84 04	Rented Farmland Liability Coverage	
HO 86 05	Roof Replacement Cost Coverage For Windstorm And Hail	✓
HO 85 06	Roofing System Exclusion for Windstorm, Hail, Or Water Leaking	
HO 04 92	Scheduled Structures Away From The Residence Premises Coverage	
HO 84 19	Scheduled Structures Cosmetic Hail Damage Coverage For Metal Roof And Siding	
HO 84 22	Scheduled Structures Matching Undamaged Vinyl Or Metal Siding Coverage	
HO 84 06	Service Line Coverage	✓
HO 84 23	Sewer Back-Up, Septic Back-Up, And Sump Overflow Coverage	
HO 85 03	Specific Detached Structure Exclusion	
HO 17 33	Temporary Rental To Others Coverage	
HO 84 25	Water Coverage From An Outside Water Source	✓

You may be required to take additional action to qualify for certain coverages.

FACTSWHAT DOES AMERICAN FAMILY INSURANCE DO
WITH YOUR PERSONAL INFORMATION?

AMERICAN FAMILY

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
14/1 10	
What?	 The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and income Account balances and payment history Credit history and credit based insurance scores Drivers license records and claims history When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does American Family Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.
	If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer
	our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Please go to our website at www.amfam.com/privacy-security

Who we are				
Who is providing this notice?	This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").			

What we do	
How does American Family Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Family Insurance collect my personal information?	 We collect your personal information, for example, when you Apply for insurance Pay insurance premiums File an insurance claim Give us your contact information Use your credit or debit card
Why can't I limit all sharing?	 Federal law gives you the right to limit only sharing for affiliates' everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
What happens when I limit sharing for an account I hold jointly with someone else?	Your limit-sharing request will only apply to the names received in your request.

Definitions	
Affiliates	 Companies related by common ownership or control. They can be financial and nonfinancial companies. The affiliates of American Family Mutual Insurance Company, S.I. include the companies identified under the "Other important information" section of this notice, and other affiliated companies within Homesite Group Incorporated and PGC Holdings Corp.
Nonaffiliates	 Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.
Joint marketing	 A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include other financial services companies and insurance companies.

Other important information

For Nevada residents only.

You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: <u>BCPINFO@ag.state.nv.us</u>

For Vermont residents only.

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.amfam.com/privacy-security or call 1-800-692-6326.

For Georgia residents only.

NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

For New Mexico residents only.

We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.

Other important information – continued

For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.

American Family Insurance Legal Entities:

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.

Summary of Coverage Homeowners Policy



American Family Insurance Company 6000 American Parkway Madison WI 53783

For customer service and claims service 24 hours a day, 7 days a week 1-800-MY AMFAM (1-800-692-6326) amfam.com

THIS DOCUMENT IS A SUMMARY OF YOUR HOMEOWNER COVERAGE. THE INFORMATION IN THIS DOCUMENT DOES NOT REPLACE ANY POLICY PROVISION. COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, SPECIAL LIMITS AND EXCLUSIONS OF THE POLICY AND APPLICABLE ENDORSEMENTS. PLEASE READ YOUR POLICY FOR DETAILS! IN THE EVENT OF A CONFLICT BETWEEN THE POLICY AND THIS SUMMARY DISCLOSURE FORM, YOUR POLICY PROVISIONS SHALL PREVAIL.

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General Information:	The coverage amount listed on your attached declaration page is only an estimate of the replacement cost value of your insured property. It may not be sufficient to replace your property in the event of a total loss. If you have concerns about the estimated replacement cost amount used to derive your coverage, you should take an opportunity to discuss this with us to ensure your property has enough coverage in the event of a total loss. It is important that you review and discuss your coverage with your agent or
	company representative on an annual basis. Any changes to your insured property, i.e. remodeling or building code updates, may require an increased coverage amount for your insured property.
Your declaration page lists the specific limits of your policy for each of these coverages:	DWELLING: The dwelling is the main residential home. We offer different types of policies with different coverage amounts. You may want to consider a replacement cost policy or an actual cash value policy. If you insure your dwelling on a replacement cost basis, we will encourage you to choose a coverage limit equal to the estimated cost to rebuild it. Your policy may also include a feature providing additional coverage in case the cost to rebuild exceeds the insurance amount purchased. Some policies also include "Ordinance and Law Coverage" for increased costs of repair or replacement due to changes in building codes that affect your property. See below for more information or contact us with any questions about these additional coverages.
	 Replacement Cost is the amount it takes to replace your damaged or destroyed property, subject to the limits shown in your declaration page and policy. Please refer to your policy for additional information. Actual Cash Value is the cost of repairing or replacing damaged or destroyed property with property of same kind and quality less depreciation, subject to the limits shown in your declaration page and policy.
	OTHER STRUCTURES: Buildings and other structures not attached to the dwelling such as fences, sheds and detached garages. These are subject to the "other structures" limit identified in your declaration page. If additional coverage is needed, discuss it with us.
	PERSONAL PROPERTY: Personal items and household goods; valuable items, such as jewelry and art, are subject to limitations. If you own valuable items, you should consider purchasing additional coverage through a scheduled endorsement or separate policy.

LOSS OF USE/ADDITIONAL LIVING EXPENSE: Covers increased living expenses during the time required to repair or replace the damage to your dwelling following an insured loss, or if you permanently relocate, the time required to move your household to a new location. This coverage may be subject to time and expense limitations. Please review your policy.
PERSONAL LIABILITY: Provides protection if you or a resident insured causes bodily injury or property damage to another, on a per occurrence basis.
MEDICAL PAYMENTS TO OTHERS: If a person, other than you or a resident of your household, is injured on the insured premises, this coverage will pay medical expenses subject to the policy limit.

Important: in Colorado, there is potential for large and even total losses due to fires, tornadoes, other natural disasters, or other causes of loss. It is extremely important to conduct an annual review of your property coverage to ensure you are adequately insured. If you have questions or concerns regarding your insurance coverage, be sure to discuss them with your insurance agent or company representative. Please maintain a copy of this document and your entire policy in a safe and secure location away from your property.

Items that may affect your premium:	 Deductible: That part of the covered loss for which you are responsible for paying. Please review your policy declaration page. Deductibles may be a fixed amount, a percentage of the dwelling limit, or a combination of both; Multiple policy discounts; Claim history (discount or surcharge); Age of home (discount or surcharge); Roof age or type (discount or surcharge); Smoke/fire/burglar alarms.
Additional coverages you might want to consider, for an additional premium:	 Itemized Personal Property: Your policy may provide limited coverage for certain types of property such as jewelry, fine arts, furs, firearms, tools or musical equipment, etc. For example, the coverage limit on your policy for all your jewelry is \$2,000. If the total value of all your jewelry or if one piece of your jewelry is above that amount, your policy will not cover the full value of these items. Identify these higher valued items. This coverage can increase coverage limits and may provide more comprehensive coverage. Ordinance or Law Coverage: Covers increased costs of demolition, construction, renovation or repair associated with the enforcement of building ordinances and law. Water and Sewer Back-up: Pays up to the limit specified in the coverage form for damage caused by overflow or sump pump discharge. Personal Umbrella Policy: Provides additional liability coverage to supplement the protection provided by homeowner and automobile insurance policies. Diminishing Deductible: This feature rewards you by crediting (lowering) your deductible** \$100 each year you are a property customer with us and don't have a property claim with us, up to a maximum of \$1,000. The \$100 deductible credit starts the first day you add this coverage to your property policy. **The deductibles that apply are specified in the coverage form. Earthquake: Provides coverage for certain earth movement related losses that are typically excluded from a homeowners insurance policy. Equipment Breakdown: Pays up to the limit specified in the coverage form for the cost of repairs or replacement to your large appliances, home systems or smart home devices that are damaged due to mechanical, electrical, or pressure systems breakdown. Hidden Water: Pays up to the limit specified in the coverage form for continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system, or fo

Concert Freebusiemen	Service Line: Pays up to the limit specified in the coverage form for repairs or replacement of underground utility lines on the insured premises when it is the homeowner's responsibility. It includes utility lines such as water lines, sewer lines, natural gas lines, electrical power lines, internet access and telecommunications services.
General Exclusions:	Your policy does not provide coverage for all possible losses. The following are examples of some of the reasons a loss might not be covered. Please refer to your policy for specific exclusions:
	 Property Exclusions: Loss or damage that you or a resident of your household intentionally causes; Flooding*, including surface water. However, water damage to your dwelling, other structures, and personal property resulting from lawn or garden sprinkler systems, garden hoses, spigots, swimming pools, hot tubs, water features constructed by any person, and fire hydrants on the insured premises when the water remains on the surface of the ground when it enters your home is covered up to \$25,000, subject to the coverage and exclusions specified in the coverage form (this is not flood insurance); Earth movement, settling, cracking, bulging, shrinkage or expansion of the structure, other structures, or of pavements, driveways, or sidewalks; Pollution and contamination; Land; Birds, vermin, or house pets; Mold or fungi. However, damage to your dwelling, other structures, and personal property from mold or fungi that results from a covered water loss is covered up to \$5,000, subject to the coverage and exclusions specified in the coverage form; Wear and tear. *Flood insurance may be purchased through the National Flood Insurance Program (www.floodsmart.gov) Liability Exclusions: Any loss that an insured intends or should expect to happen; Bodily injury to an insured person or property damage to an insured person's property; Damage, which results from the ownership or use of an automobile and other types of motorized land vehicles, aircraft, or certain watercraft.

Important: This document is a summary of coverage available under your homeowner policy. The homeowners policy is a contract between you and us. Each of us has duties, rights and responsibilities under this contract. Please review your policy carefully. If you have any questions or concerns you may also contact the Colorado Division of Insurance.

Reasons for cancellation, non-renewal <i>or</i> increase in premium:	Cancellation and Nonrenewal: You may cancel your policy at any time by writing to us or your agent and indicating the date the cancellation is to take effect.
	 We may choose to cancel or non-renew your policy. If your policy is cancelled or non-renewed, we will send you advance notice. Some examples of reasons for cancellation and non-renewal include but are not limited to: 1. Failure to pay your premium when it is due; 2. Knowingly making a false statement or a material misrepresentation on your application for your policy; 3. Knowingly making a false statement or material misrepresentation regarding a claim; 4. Frequency or type of claims; 5. A substantial change in the use or occupancy of the premises.

C 1.	crease in Premium: onditions that may increase your premium include but are not limited to: A loss resulting in a paid claim; A general rate increase. This results from the loss experience of a large group of policyholders rather than from a loss suffered by an individual policyholder. A general rate increase applies to many persons in the group, not just those who had losses; Adjustment for inflation. We include inflation coverage in your policy. This coverage may automatically increase the amount of your insurance coverage as inflation pushes up the cost of replacing your home. The increases may be based on a construction cost index and may be reflected in the premium on each renewal date.
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Note: It is important that you review and discuss your coverages with your agent or company representative on an annual basis. Any changes to your home, i.e. remodeling or county code updates, may require an increased coverage amount for your insured property.