

GOOSEHEAD INSURANCE  
1500 SOLANA BLVD BLDG 4  
STE 4500  
WESTLAKE, TX 76262  
0000 0DHD93

ANNE CHAMPAGNE  
1908 W 25TH ST  
HOUSTON, TX 77008-1583



June 2, 2024

**Your Policy**

615843239-633-1

1908 W 25TH ST

06/04/2024 to 06/04/2025

Log in to [MyTravelers.com](#) to manage your policy and billing details.

ANNE CHAMPAGNE  
1908 W 25TH ST  
HOUSTON, TX 77008-1583

## Welcome to Travelers!

As a Travelers insurance customer, you have more than 150 years of experience, financial stability and superior claim service behind you, so you can feel protected – especially when you need us most.

### Review your policy documents

No one understands your needs better than you. So please take a moment to review and confirm your new insurance policy details, including:

- Your Declarations page, listing the coverage you purchased, your coverage limits and deductibles
- Insurance policy and endorsements
- Other important documents, including our privacy notice, billing options and more

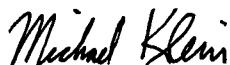
If you decide to rent, sell, vacate or remodel this property, please notify your agent or Travelers representative immediately to maintain the coverage you need.

### Superior Service

At Travelers, we provide fast, efficient claim service and 24/7 claim reporting. We're proud to put our talent, expertise and resolution excellence to work for you.

On behalf of GOOSEHEAD INSURANCE, thank you for choosing Travelers to help you protect what matters. It's Better Under the Umbrella®.

Sincerely,

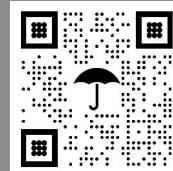


Michael Klein  
President  
Travelers Personal Insurance

### A faster, easier way to manage your account

Visit [MyTravelers.com](#) or open the camera on your smartphone and scan the QR code below to download our mobile app, where you can:

- Manage your policy and bills
- Submit and monitor a claim



#### Contact Information

Policy questions or changes: 1.800.474.1377

24-hour claim service: 1.800.252.4633

### Additional Benefits

As a valued customer, you may be eligible for certain programs for which you may receive goods, services, or other types of benefits. Visit [travelers.com/additionalbenefits](#) to learn more!

Take advantage of  
our other coverage  
options and  
multi-policy discount



AUTO



BOAT &amp; YACHT



UMBRELLA



VALUABLES

Call your agent or Travelers  
representative at 1.800.474.1377  
to find out more!



YOUR AGENCY  
**GOOSEHEAD INSURANCE**  
1500 SOLANA BLVD BLDG 4  
WESTLAKE, TX 76262  
PHONE: 1.800.474.1377 | FAX: (888) 682-8559



YOUR POLICY



615843239-633-1

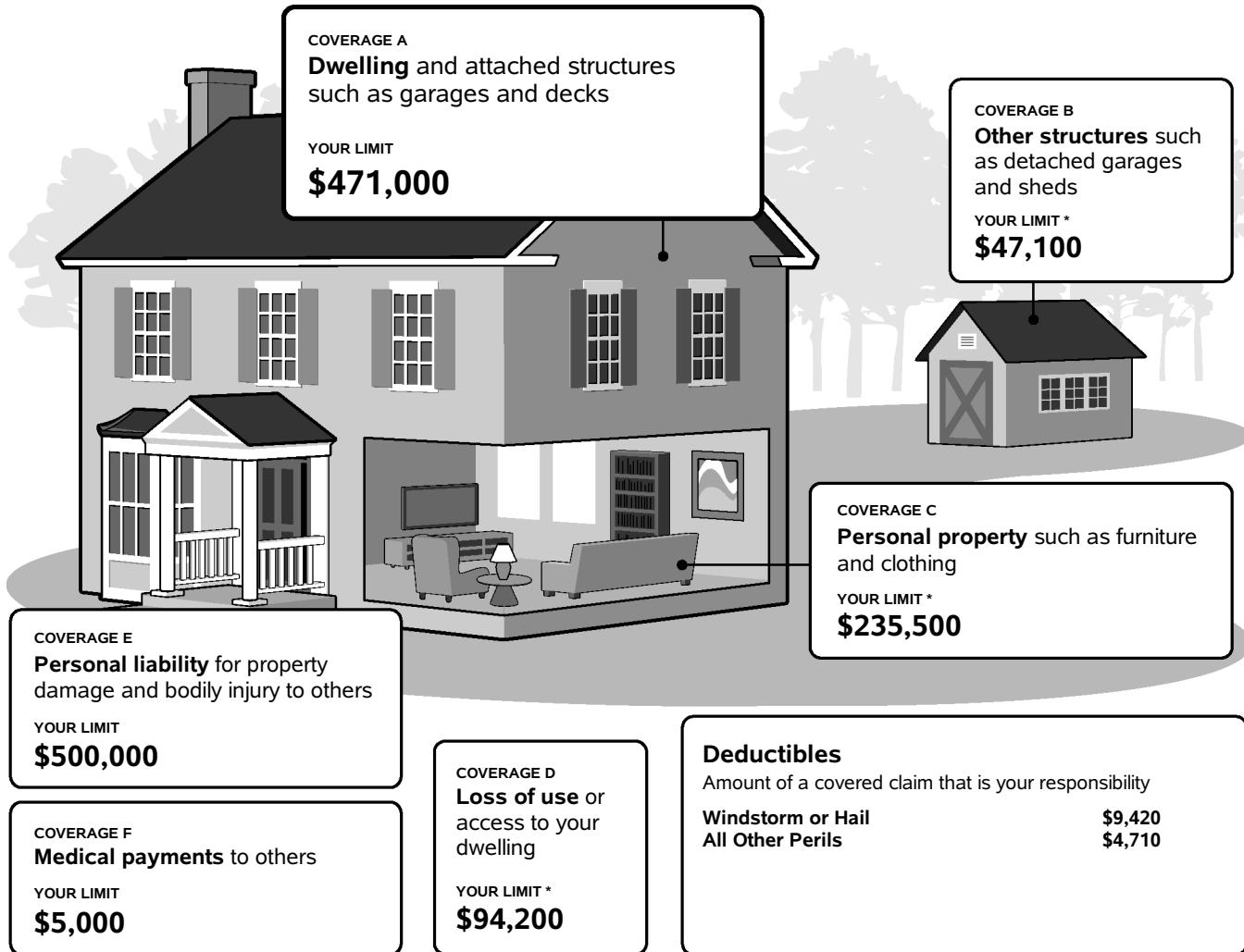
1908 W 25TH ST

Jun 04, 2024 to Jun 04, 2025

Log in to MyTravelers.com to manage your policy and billing details.

## You're insured!

This document is intended to help you better understand your homeowners insurance. Your policy is effective from **June 4, 2024 to June 4, 2025**. For a complete description of your coverage, please refer to your policy.



### You're receiving four discounts for a total savings of \$1,408.00

- |  |   |   |                        |
|--|---|---|------------------------|
| <input checked="" type="checkbox"/> Multi-Policy | <input checked="" type="checkbox"/> Early Quote | <input checked="" type="checkbox"/> Loss Free | 12-month total premium |
| <input checked="" type="checkbox"/> Good Payer   | <input type="radio"/> Fire Protective Device    | <input type="radio"/> Theft Protective Device |                        |
| <input type="radio"/> Water Protective Device    | <input type="radio"/> Green Home                | <input type="radio"/> Windstorm Mitigation    |                        |

12-month total premium

**\$2,700.00**

Go to [MyTravelers.com/discounts](http://MyTravelers.com/discounts) and use product code QH2 to learn about all the discounts available to you.

\* Your Coverage B, C, and D limits are maintained as a percentage of your Coverage A limit. If your Coverage A limit changes, your Coverage B, C, and D limits will be adjusted accordingly.

This is not a policy document and does not change any provisions of your policy. There are exclusions, limitations, and conditions that apply to each coverage. If there is any conflict between your policy and this information, the provisions of your policy will apply.

## What does your policy typically cover?

Your policy helps protect you from a number of things that can go wrong. Here are some of the most common:

### Weather



Hail, lightning, and other weather events can damage your roof, windows, siding, and more – so can falling branches and other debris.

### Fire



Whether it's smoke damage from a small kitchen fire or extensive damage from a large, accidental fire, your policy can help you repair or rebuild your property.

### Theft or vandalism



Your policy typically covers theft or vandalism of your property. See your policy for special limits on things such as collectibles, jewelry, and money.

**Take steps to protect your property and call us as soon as damage occurs.**

For more tips, go to [MyTravelers.com/prepare-prevent](http://MyTravelers.com/prepare-prevent).

## What isn't covered?

Your policy covers you for many types of loss or damage, but it can't protect you from everything. Some examples:

### Floods are not covered



Your policy does not cover flood damage. Please review the Important Information About Flood Damage page for more details and resources.

### Earthquake coverage is optional



Damage from earthquakes is not covered, unless you specifically purchase coverage for it. Check under the Optional Coverages and Packages section of your Policy Declarations. If you do not see this coverage listed and think you need it, please contact your agent or Travelers representative.

### It's not for home maintenance



Repairs due to wear and tear or lack of upkeep are not typically covered under your policy.

## When circumstances change, we need to know

Review your Policy Declarations to be sure the information we have is accurate. If your property, circumstances, or needs change, let us know immediately to maintain the coverage you need. Not informing us may result in a denied claim.

Contact your agent or Travelers representative if:

- Your mailing address changes
- Someone named on the policy moves out
- Someone named on the policy passes away
- Someone moved onto your property
- You rent, sell, temporarily relocate, vacate or buy a new home
- Business is conducted on your property
- You renovate or build an addition
- You replace your roof

## TRAVELERS INSURANCE POLICY

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### YOUR HOMEOWNERS POLICY QUICK REFERENCE

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## Homeowners Policy Declarations

### Named Insured and Mailing Address

ANNE CHAMPAGNE  
1908 W 25TH ST  
HOUSTON, TX 77008-1583  
ANNECHAMPAGNE@ATT.NET

### Your Agency's Name and Address

GOOSEHEAD INSURANCE  
1500 SOLANA BLVD BLDG 4  
WESTLAKE, TX 76262

### Residence Premises

1908 W 25TH ST  
HOUSTON, TX 77008-1583

### Mortgagee Name and Address

- JP MORGAN CHASE BANK NA  
ISAOA/ATIMA  
PO BOX 4465  
SPRINGFIELD, OH 45501-4465  
LOAN NUMBER: 1318780360

### Policy Information

Your Policy Number	615843239 633 1	For Policy Service	1.800.474.1377
Your Account Number		For Claim Service	1.800.252.4633
Your Insurer:	TRAVELERS PERSONAL INSURANCE COMPANY a subsidiary or affiliate of The Travelers Indemnity Company One Tower Square, Hartford, CT 06183		

The policy period is from June 4, 2024 at 12:01 A.M. STANDARD TIME to June 4, 2025 at 12:01 A.M. STANDARD TIME at the residence premises.

**Total Premium for this Policy:** \$2,700.00

This is not a bill. The mortgagee will be billed separately for this policy.

### Discounts

The following discounts reduced your premium:

Multi-Policy	Early Quote	Loss Free
Good Payer		

**Savings Reflected in Your Total Premium:** \$1,408.00

### Coverages and Limits of Liability

#### Property Coverage Section

	<b>Limit</b>
Coverage A – Dwelling	\$471,000
Coverage B – Other Structures	\$47,100
Coverage C – Personal Property	\$235,500
Coverage D – Loss of Use	\$94,200

### **Liability Coverage Section**

	<b>Limit</b>
Coverage E – Personal Liability - Bodily Injury and Property Damage (each occurrence)	\$500,000
Coverage F – Medical Payments to Others (each person)	\$5,000

### **Deductibles**

<b>Peril Deductible</b>	<b>Deductible</b>
Property Coverage Deductible (All Other Perils) 1% of Coverage A - Dwelling Limit	\$4,710
Windstorm or Hail Deductible 2% of Coverage A - Dwelling Limit	\$9,420

*In case of loss under the Property Coverage Section, only that part of the loss over the applicable deductible will be paid (up to the coverage limit that applies).*

### **Special Limits and Additional Coverages**

**Coverage Level: Travelers Protect®**

*The limit shown for each of the Special Limits of Liability and Additional Coverages is the total limit for each loss in that category.*

#### **Personal Property – Special Limits of Liability**

	<b>Limit</b>
a. Money, bank notes, coins, stored value cards	\$250
b. Securities, accounts, passports, tickets, stamps	\$1,500
c. Comic books and trading cards	\$1,000
d. Collectibles, figurines, glassware, marble, porcelains, statuary	\$1,000
e. Theft of jewelry, watches, precious stones	\$1,500
f. Theft of furs	\$1,500
g. Theft of silverware, goldware, pewterware	\$1,500
h. Theft of firearms and related equipment	\$1,500
i. Theft of tools and their accessories	\$1,500
j. Theft of rugs, tapestries and wall hangings	\$1,500
k. Business property on the residence premises	\$3,000
l. Business property away from the residence premises	\$1,500
m. Trailers or semitrailers not used with watercraft	\$1,500
n. Motor vehicle parts or equipment not attached to motor vehicle	\$500
o. Electronic apparatus while in or upon a motor vehicle or watercraft	\$1,500

*The Special Limits of Liability do not increase your Coverage C – Personal Property Limit.*

#### **Property – Additional Coverages**

	<b>Limit</b>
Debris Removal (Additional % of damaged covered property limit)	5%
Tree Removal	Per Tree \$500 Per Loss \$1,000
Trees, Shrubs and Other Plants (5% of Coverage A - Dwelling Limit)	Per Tree \$500 Per Loss \$23,550
Fire Department Service Charge	\$500
Credit Card, Fund Transfer, Forgery and Counterfeit Money	\$1,000
Loss Assessment	\$1,000
Landlord Furnishings	\$2,500
Ordinance or Law (10% of Coverage A - Dwelling Limit)	\$47,100

Named Insured	ANNE CHAMPAGNE	Policy Number	615843239 633 1
Policy Period	June 4, 2024 to June 4, 2025	Issued On Date	June 2, 2024

<b>Property – Additional Coverages (continued)</b>	<b>Limit</b>
Personal Records and Data Replacement	\$1,500
Limited Fungi or Other Microbes Remediation	\$5,000

*The applicable policy deductible applies unless otherwise noted.*

<b>Liability – Additional Coverages</b>	<b>Limit</b>
Damage to Property of Others	\$1,000
Loss Assessment	\$1,000

*Please review your policy for other Personal Property Special Limits of Liability and Additional Coverages that may apply.*

## Optional Coverages and Packages

<b>Optional Coverages</b>	<b>Endorsement</b>	<b>Limit</b>	<b>Premium</b>
Personal Property Replacement Cost Loss Settlement	HQ-290 CW (02-21)		Included*
Windstorm or Hail Percentage Deductible	HQ-312 CW (05-17)		Included*
Additional Replacement Cost Protection Coverage 25% of Coverage A - Dwelling Limit	HQ-420 CW (11-18)	\$117,750	Included*
Foundation Coverage	HQ-468 TX (05-17)		Included*
<b>Optional Packages</b>	<b>Endorsement</b>	<b>Limit</b>	<b>Premium</b>
<b>Enhanced Water Package</b>			
Water Back Up and Sump Discharge or Overflow Coverage	HQ-208 CW (08-20)	\$10,000	
Limited Hidden Water or Steam Seepage or Leakage Coverage	HQ-209 CW (08-18)	\$10,000	

*\*Note: The additional cost or premium reduction for any optional coverage or package shown as "Included" is contained in the Total Policy Premium Amount.*

## Required Forms and Endorsements Included in Your Policy:

**Form: 633**

Policy Quick Reference	HQ-T77 CW H2 (05-17)
Agreement, Definitions & Policy Conditions	HQ-D77 CW (05-17)
Property Coverage Section	HQ-P03 CW (05-17)
Liability Coverage Section	HQ-L77 CW (05-17)
Signature Page	HQ-S99 CW (05-17)
Special Provisions - Texas	HQ-300 TX (07-23)
Additional Benefits	HQ-860 CW (08-18)

**The Declarations along with the Optional Coverages, Optional Packages and Required Forms and Endorsements listed above form your Homeowners Insurance Policy.  
Please keep these documents for reference.**

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**Information About Your Property**

There are many factors that determine the premium on your policy, some of which are displayed below. If you would like a policy review, please contact your agent or Travelers Representative.

Year Built: 2018  
# of Families: 1 Family  
# of Stories: 3  
# of Bathrooms: 4  
# of Employees: 00  
Garage - Number of Cars: 2

Garage Type: Attached  
Square Footage: 3043  
Construction Type: Frame  
Siding Type: Stucco  
Foundation Type: Slab  
Finished Basement: 00

Pool: No  
Age of Roof: 6  
Roof Square Footage: 1709  
Tree Overhang: 0%  
Roof Material Type: Asphalt-Fiberglass

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Issued on 06-02-2024

Countersignature (Agent Use Only): \_\_\_\_\_

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**For Your Information**

For information about how Travelers compensates independent agents and brokers, please visit [www.Travelers.com](http://www.Travelers.com) or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

We want to make sure we are using accurate information to rate your policy. Because you are the most familiar with your home we need your help to make sure that the information on your Declarations is accurate and complete. If any of the information on your Declarations has changed, appears incorrect or is missing, please advise your agent or Travelers representative. We also need you to check our website at [www.mytravelers.com/discounts](http://www.mytravelers.com/discounts) to ensure that you are receiving all of the discounts for which you are eligible. Once at the website, type in your policy number 6158432396331 and product code QH2 to view all available discounts. Should you have any questions about the information on your Declarations or your discounts, please call your agent or Travelers representative.

If you have recently replaced your roof it is important that you inform your Travelers Representative.

SPECIAL WINDSTORM DEDUCTIBLE APPLIES: SEE ENDORSEMENT HQ-312.

This policy contains pollution exclusions under the Property Coverage Section and the Liability Coverage Section.

This policy may contain a percentage deductible. Please refer to the Deductible Section of the Declarations which identifies all deductibles applicable to your policy. If your coverage limit changes, the percentage deductible amount will also change.

## TRAVELERS INSURANCE POLICY

**Travelers Personal Insurance Company**  
 One Tower Square, Hartford, Connecticut 06183  
 (A Stock Insurance Company)

### AGREEMENT

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

### DUTY TO REPORT CHANGES IN EXPOSURE

You or an "insured" must notify us when:

1. There is a change to the mailing or "residence premises" address shown in the Declarations;
2. A named "insured" no longer resides on the "residence premises" or a person or persons begin to reside on the "residence premises";
3. A named "insured" dies;
4. Title to or ownership of the "residence premises" changes;

5. There is a change to the use of the "residence premises" with respect to "business" conducted or rental activity;
6. An addition, alteration or renovation is made to a dwelling or other building on the "residence premises"; or
7. A named "insured" acquires a replacement or additional residential property.

If you fail to report a change relating to the insured property within 60 days, it may result in denial of coverage under this policy.

### DEFINITIONS

In this policy, you and your refer to:

- a. The named "insured" shown in the Declarations; and
- b. The spouse if a resident of the same household. The term spouse includes, if a resident of the same household:
  - (1) The civil partner of the named "insured", provided such civil union was obtained in a state where a civil union is legally recognized; or
  - (2) The domestic partner of the named "insured", provided such domestic partner was in a continuing spouse-like relationship with the named "insured" for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person, or be a domestic partner or partner by civil union of any other person.

In this policy, we, us and our refer to the member company of Travelers providing this insurance and shown as Your Insurer in the Declarations.

In this policy, certain words and phrases are in quotes. Those words and phrases are defined as follows:

1. "Aircraft" means any device used or designed for flight, including any:
  - a. Unmanned flying device, self-propelled missile or spacecraft; and
  - b. Accessory, equipment or part for such device, whether or not attached to the device.

Under Property Coverage C – Personal Property, Liability Coverage E – Personal Liability, Liability Coverage F – Medical Payments to Others and Liability – Additional Coverages, "aircraft" does not include any unmanned flying device that:

- a. Is used or operated for recreational purposes only; and
  - b. Weighs less than 10 pounds with or without any accessory, equipment or part attached.
2. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability" mean liability for "bodily injury" or "property damage" arising out of the:
    - a. Ownership of such vehicle or craft by an "insured";

- b. Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- c. Entrustment of such vehicle or craft by an "insured" to any person;
- d. Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

For the purpose of this definition:

- a. Aircraft means an "aircraft" as defined in Definitions 1.;
  - b. Hovercraft means a self-propelled motorized ground effect vehicle and includes flarecraft and air cushion vehicles;
  - c. Motor vehicle means a "motor vehicle" as defined in Definitions 11.; and
  - d. Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.
3. "Apartment" means a single room or set of rooms, rented or held for rental, that is part of a covered building and is intended as a place to stay or reside, regardless of the length of the habitation.
4. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
5. "Business" means:
- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
  - b. Any other activity engaged in for money or other compensation, except the following:
    - (1) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - (2) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - (3) Providing home day care services to a relative of an "insured".
6. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

7. "Fuel system" means:

- a. One or more containers, tanks or vessels which have a total combined fuel storage capacity of 100 or more U.S. gallons; and
  - (1) Are, or were, used to hold fuel; and
  - (2) Are, or were, located on any one location;
- b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in 7.a.;
- c. Filler pipes and flues connected to one or more containers, tanks or vessels described in 7.a.;
- d. A boiler, furnace or a water heater, the fuel for which is stored in a container, tank or vessel described in 7.a.;
- e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in 7.a.; or
- f. A structure that is specifically designed and built to hold escaped or released fuel from one or more containers, tanks or vessels described in 7.a.

A "fuel system" does not include any fuel tanks that are permanently affixed to a "motor vehicle" or watercraft owned by an "insured", used for powering the "motor vehicle" or watercraft and not used at any time or in any manner for "business".

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

Under the Liability Coverage Section, this does not include any "fungi" that are, are on, or are contained in, products or goods intended for consumption.

9. "Insured" means:

- a. You and residents of your household who are:
  - (1) Your relatives; or
  - (2) Other persons under the age of 21 and in the care of any person named above;
- b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or

- (2) 21 and in your care or the care of a person described in 9.a.(1); or
- c. Any Additional Insured named in the Declarations, but only with respect to Coverages A, B, E and F if applicable to your policy and only for the "residence premises".
- d. Under the Liability Coverage Section:
  - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 9.a. or b.  
"Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
  - (2) With respect to any vehicle to which this policy applies:
    - (a) Persons while engaged in your employ or that of any person included in 9.a. or b.; or
    - (b) Other persons using the vehicle on an "insured location" with your consent.

Under both the Property and Liability Coverage Sections of this policy, when the word an immediately precedes the word "insured", the words an insured together mean one or more "insureds".

- 10. "Insured location"** means:
  - a. The "residence premises";
  - b. The part of other premises, other structures and grounds used by you as a residence and:
    - (1) Which is shown in the Declarations; or
    - (2) Which is acquired by you during the policy period for your use as a residence;
  - c. Any premises used by you in connection with a premises described in 10.a. and b.;
  - d. Any part of a premises:
    - (1) Not owned by an "insured"; and
    - (2) Where an "insured" is temporarily residing;
  - e. Vacant land, other than farm land, owned by or rented to an "insured";
  - f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
  - g. Individual or family cemetery plots or burial vaults of an "insured";

- h. Any part of a premises occasionally rented to an "insured" for other than "business" use;
  - i. Any premises owned by you and rented to others for use as a residence by not more than four families, if shown in the Declarations as an Additional Residence Rented to Others; or
  - j. Any other structure on the "residence premises" rented to others as a private residence if a limit of liability is shown in the Declarations as Structures Rented to Others.

**11. "Motor vehicle"** means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described in 11.a.

"Motor vehicle" does not include model, hobby or children's toy vehicles.

**12. "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".

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

**14. "Property damage"** means physical injury to, destruction of, or loss of use of tangible property.

**15. "Residence employee"** means:

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, if the employee's duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**16. "Residence premises"** means:

- a. The one family dwelling or unit where you reside; or
- b. The two, three or four family dwelling where you reside in at least one of the family units; and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

**17. "Vacant"** means the dwelling or unit lacks the necessary amenities, adequate furnishings or utilities and services required to sustain normal occupancy. A dwelling or unit being constructed is not considered "vacant".**POLICY CONDITIONS****1. Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions of coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of this policy form; or
- b. An amendatory endorsement.

**2. Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.**3. Duty to Cooperate and Inform.** The coverage provided by this policy and the premium charged for this policy are based on information you have given us. You agree:

- a. To cooperate with us in determining if this information is correct and complete;
- b. To inform us of any change in title, use or occupancy of the "residence premises".
- c. That if within 90 days of the policy effective date this information changes, is incorrect or incomplete, we may adjust your coverage and premium accordingly by giving you notice. This notice may be delivered to you, electronically transmitted to you, if permissible by law, or mailed to you at your mailing address shown in the Declarations. The notice will contain the changed, incorrect or incomplete information along with the resulting premium change.

**4. Cancellation.** This policy may be cancelled during the policy period as follows:

- a. A named "insured" shown in the Declarations may cancel this policy by:

(1) Returning this policy to us; or

(2) Giving us advance written notice of the date cancellation is to take effect.

We may accept another form of notice from a named "insured". The cancellation by a named "insured" will be binding on any other named "insured".

- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, electronically transmitted to you, if permissible by law, or mailed to you at your mailing address shown in the Declarations. Proof of mailing or electronic transmission will be sufficient proof of notice. We will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

(1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect;

(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 by letting you know at least 10 days before the date cancellation takes effect; or

(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:

(a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

(b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- If specific Cancellation provisions apply in your state, they will appear in the ***Special Provisions Endorsement*** that is part of this policy.
- 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.
  - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
5. **Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, electronically transmitting to you, if permissible by law, or mailing to you at the mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing or electronic transmission will be sufficient proof of notice. We will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

If we offer to renew and you or your representative do not accept, this policy will automatically terminate without notice of termination at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

If specific Nonrenewal provisions apply in your state, they will appear in the ***Special Provisions Endorsement*** that is part of this policy.

6. **Assignment.** Assignment of this policy is void unless we give our written consent. We, as the non-assigning party, will not recognize any assignment of this policy unless our written consent is provided.

7. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply under the Liability Coverage Section to Medical Payments to Others or Damage to Property of Others.

8. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
- a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
  - b. "Insured" will then also include:
    - (1) An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
    - (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.



## TRAVELERS HOMEOWNERS INSURANCE POLICY

### PROPERTY COVERAGE SECTION

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#### PROPERTY COVERAGE A - DWELLING

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1. We cover:
    - a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
    - b. Materials and supplies located on or next to the "residence premises" used to construct,
  2. We do not cover land, including land on which the dwelling is located.
- alter or repair the dwelling or other structures on the "residence premises".

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#### PROPERTY COVERAGE B – OTHER STRUCTURES

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1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection. It also includes other structures that are not buildings, including driveways, walkways and patios.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage. We do cover other structures rented to others as a private residence for which a limit of liability is shown in the Declarations for Structures Rented to Others;
  - c. Other structures from which any "business" is conducted; or
  - d. Other structures used to store "business" property. We do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

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### PERILS INSURED AGAINST

#### PROPERTY COVERAGE A – DWELLING

#### PROPERTY COVERAGE B – OTHER STRUCTURES

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1. We insure against direct physical loss to property described in Property Coverages A and B.
  2. We do not insure for loss:
    - a. Excluded under Property - Exclusions;
    - b. Involving collapse or danger of collapse, except as provided in Property - Additional Coverage **9. Collapse**; or
    - c. Caused by:
      - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion does not apply if you have used reasonable care to:
        - (a) Maintain heat in the building; or
        - (b) Shut off the water supply and drain all systems and appliances of water.
      - (2) Freezing, thawing, pressure or weight of water, ice or snow, whether driven by wind or not, to a:
- If the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.
- For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or any other system designed to remove surface or subsurface water, roof drain, gutter, downspout or similar fixtures or equipment;

- (a) Fence, pavement or patio;
- (b) Outdoor spa or hot tub, outdoor sauna or outdoor swimming pool and any related equipment;
- (c) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;
- (d) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (e) Pier, wharf or dock.

This exclusion applies whether any item identified in (2)(a) through (e) of this exclusion is wholly or partially above or below ground;

- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been "vacant" for more than 60 consecutive days immediately before the loss regardless of the policy's inception or renewal date;
- (5) Theft or vandalism and malicious mischief in or to a dwelling while rented to others by an "insured" for a rental term of less than 30 consecutive days; or
- (6) Any of the following:
  - (a) Wear and tear, marring, scratching or deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rot, rust or other corrosion;
  - (d) Smoke from agricultural smudging or industrial operations;
  - (e) Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Property Coverage C;
  - (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements,

patios, footings, foundations, walls, floors, roofs or ceilings. This exclusion applies whether any item is wholly or partially above or below ground;

- (g) Birds, bats, vermin, rodents, raccoons, skunks, arachnids or insects;
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals;
- (i) Animals owned or kept by an "insured" or "residence employee"; or
- (j) Presence, pressure or intrusion of any root system.

#### **Exception to c.(6)**

Unless the loss is otherwise excluded, we cover loss to property covered under Property Coverages A and B resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, that causes damage to a building on the "residence premises", if the accidental discharge or overflow of water or steam originates from within a system or appliance:

- a. On the "residence premises"; or
- b. Off the "residence premises", if located on a premises adjacent to the "residence premises".

This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance from which this water or steam escaped.

We do not cover loss:

- a. To the system or appliance from which this water or steam escaped;
- b. Caused by accidental discharge or overflow of water or steam from within a storm drain whether located on or off the "residence premises"; or
- c. Caused by accidental discharge or overflow of water or steam from within a steam or sewer pipe located off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or any other system designed to remove surface or

subsurface water, roof drain, gutter, down spout or similar fixtures or equipment.

Under Perils Insured Against **2.b.** and **c.**, any ensuing loss to property described in Property Coverages A and B not excluded by any other provision in this policy is covered.

## PROPERTY COVERAGE C – PERSONAL PROPERTY

- 1. Covered Property.** We cover personal property owned or used by an “insured” while it is anywhere in the world. At your request, we will cover personal property owned by:

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

This request may be made after a loss.

**2. Limit for Property at Other Locations.**

**a. Other Residences.**

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

- (1) Moved from the “residence premises” because the “residence premises” is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in;
- (2) Removed, for a period of 60 days or less, from the “residence premises” endangered by a Peril Insured Against; or
- (3) In a newly acquired principal residence for 60 days from the time you begin to move the property there.

**b. Storage Facilities.**

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

- (1) Moved from the “residence premises” because the “residence premises” is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in;

- (2) Removed, for a period of 60 days or less, from the “residence premises” endangered by a Peril Insured Against; or

- (3) Usually located in an “insured’s” residence, other than the “residence premises”.

- 3. Special Limits of Liability.** The following categories of personal property are covered only up to the Special Limits of Liability indicated below or shown in the Declarations. The special limit for each category described below is the total limit for each loss for all property in that category. These special limits do not increase the Property Coverage C limit of liability.

- a. Money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards, smart cards, gift certificates, digital currency and any related currencies used in place of money.
- b. Securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps. This limit includes the cost to research, replace or restore information from the lost or damaged material.
- c. Comic books and trading cards, including sport cards, game cards and non-sports cards.
- d. Collectibles, including figurines, glassware, marble, porcelains, statuary and similar articles.
- e. Loss by theft of jewelry, watches, precious and semiprecious stones.
- f. Loss by theft of furs.
- g. Loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.
- h. Loss by theft of firearms and related equipment.

- i. Loss by theft of tools and their accessories.
- j. Loss by theft of any rugs, carpets, tapestries, wall hangings or other similar articles. This limit does not apply to wall-to-wall carpet.
- k. Covered property, on the "residence premises", used primarily for "business" purposes.
- l. Covered property, away from the "residence premises", used primarily for "business" purposes. This limit does not apply to loss to electronic apparatus and accessories while in or upon a "motor vehicle".
- m. Trailers or semitrailers not used with watercraft.
- n. "Motor vehicle" accessories, equipment or parts while not attached to, located in or upon or while removed from any "motor vehicle".
- o. Electronic apparatus and accessories, while in or upon a "motor vehicle" or watercraft, but only if the apparatus is equipped to be operated by power from the "motor vehicle's" or watercraft's electrical system while still capable of being operated by other power sources.
- p. \$500 for tapes, records, discs, antennas, wires, electronic music and movies or other media that can be used with any electronic apparatus and accessories while in or upon a "motor vehicle" or watercraft.
- q. \$1,500 for watercraft, including their trailers, furnishings, accessories, equipment, parts and outboard engines or motors.

This limit does not apply to non-motorized personal craft under 20 feet in length, such as kayaks, surf boards, canoes, paddle boards, row boats, wind surfers or kite boards.

- r. \$250 for legally obtained or prescribed marijuana.
- s. \$1,000 for fine arts, including paintings, etchings, drawings, lithographs, photographs, sculptures and other bona fide works of art of rarity, historical value or artistic merit.

#### **4. Property Not Covered.**

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
  - b. Animals, birds or fish;
  - c. "Motor vehicles".
- (1) This includes:

(a) Accessories, equipment and parts; or

(b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle".

The exclusion of property described in **4.c.(1)(a)** and **(b)** applies only while such property is attached to or located in or upon the "motor vehicle";

- (2) We do not cover "motor vehicles" not required to be registered for use on public roads or property, which are:

(a) Used to service an "insured's" residence; or

(b) Designed to assist the handicapped;

d. "Aircraft";

e. Hovercraft, including accessories, equipment and parts, whether or not attached to the hovercraft. Hovercraft means a self-propelled motorized ground effect vehicle and includes flarecraft and air cushion vehicles;

f. Property of roomers, boarders, tenants and other occupants who provide compensation to an "insured" for use of all or part of the "residence premises". This includes property of guests of any such roomer, boarder, tenant or other occupant.

We do cover property of roomers, boarders, tenants, other occupants and guests of any such roomer, boarder, tenant and other occupants related to an "insured";

g. Property in an "apartment" rented or held for rental to others by an "insured", except as provided under Property - Additional Coverage **11. Landlord's Furnishings**;

h. Property rented or held for rental to others off the "residence premises";

i. "Business" or personal records or data, including such data stored in:

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

(2) Computers and related or similar equipment; or

(3) Digital, electronic or virtual form;

except as provided in Property – Additional Coverage **14. Personal Records and Data Replacement**.

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

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in Property - Additional Coverage 7. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money;
- k. Grave markers, except as provided in Property - Additional Coverage 13. Grave Markers; or
- l. Water or steam.

## PERILS INSURED AGAINST PROPERTY COVERAGE C – PERSONAL PROPERTY

We insure for direct physical loss to the property described in Property Coverage C caused by any of the following perils, unless the loss is excluded in Property - Exclusions.

### **1. Fire or Lightning.**

### **2. Windstorm or Hail.**

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

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

### **3. Explosion.**

### **4. Riot or Civil Commotion.**

### **5. Aircraft.**

This peril includes remotely operated, unmanned flying device, self-propelled missile or spacecraft.

### **6. Vehicles.**

### **7. Smoke.**

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

This peril does not include loss caused by smoke from the manufacture of controlled substances, agricultural smudging or industrial operations.

### **8. Vandalism or Malicious Mischief.**

This peril does not include loss to property caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been "vacant" for more than 60 consecutive

days immediately before the loss regardless of the policy's inception or renewal date.

### **9. Theft.**

a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

b. This peril does not include loss caused by theft:

(1) Committed by an "insured";

(2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

(3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured";

(4) Anywhere on the "residence premises" when any portion is rented by an "insured" to someone other than another "insured" for a continuous period of less than 30 days; or

(5) That occurs off the "residence premises" of:

(a) Trailers, semitrailers and campers;

(b) Watercraft, including their furnishings, accessories, equipment, parts and outboard engines or motors; or

(c) Property while at any other residence owned by, rented to or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured", who is a student, is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

### **10. Falling Objects.**

This peril does not include loss to property contained in a building unless the roof or an

outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

#### **11. Weight of Ice, Snow or Sleet.**

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

#### **12. Accidental Discharge or Overflow of Water or Steam.**

a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance, if the accidental discharge or overflow of water or steam originates from within a system or appliance:

- (1) On the "residence premises"; or
- (2) Off the "residence premises", if located on a premises adjacent to the "residence premises".

b. This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
- (3) Caused by accidental discharge or overflow of water or steam from within a storm drain whether located on or off the "residence premises"; or
- (4) Caused by accidental discharge or overflow of water or steam from within a steam or sewer pipe located off the "residence premises".

c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or any other system designed to remove surface or

subsurface water, roof drain, gutter, downspout or similar fixtures or equipment.

d. Property – Exclusion 3. Water, paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

#### **13. Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging.**

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

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

#### **14. Freezing.**

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

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

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

b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or any other system designed to remove surface or subsurface water, roof drain, gutter, downspout or similar fixtures or equipment.

#### **15. Sudden and Accidental Damage from Artificially Generated Electrical Current.**

### **PROPERTY COVERAGE D – LOSS OF USE**

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

**1. Additional Living Expense.** If a loss covered under the Property Coverage Section makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your

household can maintain its normal standard of living.

Payment will be for the lesser of:

- a. The shortest time required to:
  - (1) Repair or replace the damage; or
  - (2) Settle your household elsewhere, if you permanently relocate; or
- b. 24 months.

- 2. Fair Rental Value.** If a loss covered under the Property Coverage Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the amount of fair rental value of such premises lost, less any expenses that do not continue while it is not fit to live in.

Coverage under Fair Rental Value will only apply when that part of the "residence premises" is held for rental or rented to others for a term of 6 consecutive months or more by the same roomer, boarder, tenant or other occupant who provides compensation to an "insured".

Payment will be for the shortest time required to repair or replace such premises, but for no more than 24 months.

Written proof that part of the "residence premises" is rented, was held for rental at the time of loss or has been rented within the 12 months prior to the date of loss is required.

- 3. Civil Authority Prohibits Use.** If a civil authority prohibits you from use of the "residence premises" as a result of direct physical damage to neighboring premises caused by a Peril Insured Against under this policy, we cover resulting **1. Additional Living Expense** and **2. Fair Rental Value** as provided above for no more than 30 days. Neighboring premises means a premises in sufficient proximity to the "residence premises" that there exists a reasonable risk that the damage affecting the neighboring premises could endanger either the "residence premises" or the safety of its occupants while in the "residence premises".

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

- 4. Loss or Expense Not Covered.** We do not cover loss or expense due to cancellation of a lease or agreement.

## PROPERTY - ADDITIONAL COVERAGES

Unless otherwise stated, the following coverages are additional insurance and are subject to the applicable deductible.

- 1. Debris Removal.** We will pay your reasonable expense for the removal of debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional percentage, as shown in the Declarations for this Property – Additional Coverage, of that limit is available for such expense.

We do not pay for the removal of trees except as provided under Property – Additional Coverage **2. Tree Removal**. We also do not pay for:

- a. Extraction of "pollutants" from land or water; or
  - b. Removal, restoration or replacement of polluted land or water.
- 2. Tree Removal.** We will pay your reasonable expense, up to the limit shown in the Declarations for this Property - Additional Coverage, for the removal of trees fallen on the "residence

premises" as a result of a Peril Insured Against, provided the tree(s):

- a. Damage(s) a covered structure; or
- b. Do(es) not damage a covered structure, but:
  - (1) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
  - (2) Block(s) a ramp or other fixture designed to assist a person to enter or leave the dwelling building.

The Per Loss Limit shown in the Declarations for this Property – Additional Coverage is the most we will pay in any one loss regardless of the number of fallen trees. No more than the Per Tree Limit shown in the Declarations for this Property - Additional Coverage will be paid for the removal of any one tree.

**3. Reasonable Repairs.**

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will pay only if that

property is covered under this policy and the damage is caused by a Peril Insured Against.

This coverage does not increase the limit of liability that applies to the covered property or relieve you of your duties described in Property – Conditions 2.d. Duties After Loss.

**4. Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the “residence premises”, for loss caused by the following Perils Insured Against:

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

We will pay up to the percentage of Property Coverage A shown in the Declarations for this Property – Additional Coverage for all damaged trees, shrubs, plants or lawns. No more than the Per Tree Limit shown in the Declarations for this Property – Additional Coverage will be paid for any one tree, shrub or plant. We do not cover property illegally grown or grown for “business” purposes.

**5. Fire Department Service Charge.** We will pay up to the limit shown in the Declarations for this Property - Additional Coverage for reasonable and necessary fire department charges incurred by you when the fire department is called to save or protect covered property from a Peril Insured Against.

No deductible applies to this coverage.

**6. Property Removed.** We insure covered property against direct loss from any cause while being removed from or returned to a premises endangered by a Peril Insured Against and for no more than 60 days while removed. This coverage does not change the limit of liability that applies to the removed property.

**7. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money.**

- a. We will pay up to the limit shown in the Declarations for this Property - Additional Coverage for:

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

No deductible applies to this coverage.

- b. All loss resulting from a series of acts:

- (1) Committed by any one person or group of persons acting in concert; or
- (2) In which any one person or group of persons acting in concert is concerned or implicated;

is considered to be one loss.

- c. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
  - (a) By a resident of your household;
  - (b) By a person who has been entrusted with either type of card or access device; or
  - (c) If an “insured” has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2) Loss arising out of “business” use or dishonesty of an “insured”.

- d. If the coverage in 7.a. applies, the following defense provisions also apply:

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2) If a suit is brought against an “insured” for liability under 7.a.(1) or (2), we will provide a defense at our expense by counsel of our choice.
- (3) We have the option to defend, at our expense, an “insured” or an “insured’s” bank against any suit for the enforcement of payment under 7.a.(3).

## 8. Loss Assessment.

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

This coverage does not apply to assessments made as a result of damage caused by earthquake and other earthquake shocks, including land shock waves or tremors before, during or after volcanic activity.

We do cover loss caused directly by fire, explosion or theft resulting from earthquake and other earthquake shocks.

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

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.  
 c. Property - Condition **16**. Policy Period does not apply to this coverage.

## 9. Collapse.

- a. With respect to this Property - Additional Coverage:
- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
  - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
  - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
  - (4) A building or any part of a building that is standing is not considered to be in a state

of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if the collapse was caused by one or more of the following:
- (1) A Peril Insured Against under Property Coverage C;
  - (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse or there are visible signs of damage and the "insured" has not taken prompt action to prevent further damage;
  - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material, methods or faulty, inadequate workmanship in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, footing, foundation, wall, floor, retaining wall, bulkhead, pier, wharf or dock, whether any item is wholly or partially above or below ground, is not included under **9.b.(2)** through **(6)**, unless the loss is a direct result of the collapse of a building or any part of a building.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

## 10. Glass or Safety Glazing Material.

- a. We cover:
- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
  - (2) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in 10.a.(2); or
- (2) On the "residence premises" if the dwelling has been "vacant" for more than 60 consecutive days immediately before the loss.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

**11. Landlord's Furnishings.** We will pay up to the limit shown in the Declarations for this Property - Additional Coverage for your appliances, carpeting and other household furnishings, in each "apartment" on the "residence premises" rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Property Coverage C, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

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

**12. Ordinance or Law.**

- a. You may use up to the percentage of Property Coverage A shown in the Declarations for this Property - Additional Coverage for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in 12.a.
- c. We do not cover:
  - (1) Stigma damage or any actual or perceived reduction or diminution in value to any covered building or other structure due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires an "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure.
- d. The most we will pay for any increased costs to comply with any ordinance or law that becomes effective after the date of loss is \$5,000.

**13. Grave Markers.** We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Property Coverage C.

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

**14. Personal Records and Data Replacement.** We will pay up to the limit shown in the Declarations for this Property - Additional Coverage to research, replace or restore personal records or data lost as a result of a Peril Insured Against. This limit includes replacing or restoring information from the lost or damaged material, including blank recording, storage media and prerecorded computer programs available on the retail market.

We will pay only when the records or data are replaced or recreated.

**15. Inflation Coverage.** We may adjust the limits of liability for Property Coverage A at the beginning of each successive policy term to reflect estimated increases in rebuilding costs for your dwelling. We may also adjust the limits of liability for Property Coverages B, C and D. The rules then in use by us will determine the new amounts for these coverages.

Payment of the required premium when due for the successive policy term will be sufficient to indicate your acceptance of the adjusted increased limits.

We will also adjust the limits of liability at the time of a loss by the same percentage pro-rated from the effective date of the policy period or the effective date of change if you have requested a change to the limit of liability for Property Coverage A during the policy period.

#### **16. Limited “Fungi” or Other Microbes Remediation.**

a. If a loss covered under the Property Coverage Section results in “fungi” or other microbes, we will pay up to the limit shown in the Declarations for this Property - Additional Coverage for:

- (1) Remediation of the “fungi” or other microbes. This includes payment for the reasonable and necessary cost to:
  - (a) Remove the “fungi” or other microbes from covered property or to repair, restore or replace that property; and
  - (b) Tear out and replace any part of the building as needed to gain access to the “fungi” or other microbes;
- (2) Any reasonable and necessary:
  - (a) Increase in living expense you incur; or
  - (b) Loss of fair rental value;
   
as covered under Property Coverage D – Loss of Use, if the “fungi” or other microbes makes the “residence premises” not fit to live in; and
- (3) Any reasonable and necessary testing or monitoring of air or property to confirm the absence, presence or level of the “fungi” or other microbes, whether performed prior to, during or after removal, repair, restoration or replacement.

b. We will pay under this Property - Additional Coverage only if:

- (1) The covered loss occurs during the policy period;
- (2) All reasonable means were used to save and preserve the property at the time of and after the covered loss; and
- (3) We receive prompt notice of the covered cause of loss that is alleged to have resulted in “fungi” or other microbes.

c. The most we will pay under this Property - Additional Coverage is the limit of liability shown in the Declarations for Limited “Fungi” or Other Microbes Remediation. This is the most we will pay for the total of all loss or costs during the policy period regardless of the:

- (1) Number of locations or items of property insured under this policy; or
- (2) Number of losses or claims made.

Any amount payable under Property Coverage D as described in **16.a.(2)** of this Property – Additional Coverage is included within the limit of liability shown in the Declarations for Limited “Fungi” or Other Microbes Remediation.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by “fungi” or other microbes, loss payment will not be limited by the terms of this Property – Additional Coverage, except to the extent that “fungi” or other microbes cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Property – Additional Coverage.

e. This coverage does not increase the limit of liability that applies to:
 

- (1) The damaged property; or
- (2) Property Coverage D – Loss of Use.

All other provisions of this policy apply to Property – Additional Coverages.

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## **PROPERTY – EXCLUSIONS**

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A. We do not insure for any direct or indirect loss or damage caused by, resulting from, contributing to or aggravated by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event:

- (1) Results in widespread damage;
- (2) Affects a substantial area; or
- (3) Occurs gradually or suddenly.

These exclusions also apply whether or not the loss event arises from:

- (1) Any acts of nature;
- (2) Any human action or inaction;
- (3) The forces of animals, plants or other living or dead organisms; or
- (4) Any other natural or artificial process.

**1. Ordinance or Law**, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion, **A.1.a.**, does not apply to the amount of coverage that may be provided for under Property - Additional Coverage **12. Ordinance or Law**;
- b. The requirements of which result in stigma damage or any actual or perceived reduction or diminution in value to property; or
- c. Requiring an "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.

**2. Earth Movement**, meaning:

- a. Earthquake and other earthquake shocks, including land shock waves or tremors before, during or after volcanic activity;
- b. Volcano activity, including:
  - (1) Volcanic eruption;
  - (2) Volcanic explosion;
  - (3) Effusion of volcanic material; or
  - (4) Lava flow;
- c. Mudslide, including mudflow, debris flow, landslide, avalanche or sediment;
- d. Sinkhole;
- e. Subsidence;
- f. Excavation;
- g. Erosion; or
- h. Any expansion, shifting, rising, sinking, contracting or settling of the earth, soil or land.

This exclusion applies whether or not the earth, soil or land is combined or mixed with water or any other liquid or natural or man-made material.

We do cover loss caused directly by fire, explosion or theft resulting from any earth movement.

**3. Water**, meaning any:

- a. Flood, surface water, ground water, subsurface water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water or spray from any of these, whether a result of precipitation or driven by wind;
- b. Water or water borne material that enters through or backs up from a sewer or drain, or which discharges or overflows from a sump, sump pump, related equipment or any other system designed to remove surface or subsurface water which is drained from the foundation area;
- c. Water or water borne material located below the surface of the ground including water or water borne material:
  - (1) Which exerts pressure on, seeps, leaks or flows into:
    - (a) Any part of the dwelling or other structures;
    - (b) The foundation of the dwelling or other structures;
    - (c) Any paved surface located on the "residence premises"; or
    - (d) Any spa, hot tub or swimming pool; or
  - (2) Which causes earth movement; or
- d. Overflow, release, migration or discharge of water in any manner from a dam, levee, dike, hurricane barrier or any water or flood control device.

We do cover loss caused directly by fire, explosion or theft resulting from water.

**4. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises".

If the failure results in a loss from a Peril Insured Against, on the "residence premises", we will pay for the loss caused by that peril.

5. **Neglect**, meaning neglect of an “insured” to use all reasonable means to save and preserve property at and after the time of a loss.
6. **War**. War includes the following and any consequence of any of the following:
- Declared or undeclared war, civil war, insurrection, rebellion or revolution;
  - Warlike act by a military force or military personnel; or
  - Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon, even if the discharge is accidental, will be deemed a warlike act.

7. **Nuclear Hazard**, meaning any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Loss caused by nuclear reaction, radiation or radioactive contamination is not considered loss caused by fire, explosion or smoke.

We do cover loss caused directly by fire resulting from any nuclear hazard.

8. **Illegal Activities or Operations**, meaning:

- Illegal growing of plants or the illegal raising or keeping of animals; or
- Illegal manufacture, production, operation or processing of chemical, biological, animal or plant materials or any other natural or synthetic substance.

This exclusion applies whether or not the illegal activities or operations described above were known to or within the control of an “insured”.

We do cover loss caused directly by fire or explosion resulting from any illegal activities or operations described in 8.a. and b.

9. **Intentional Loss**, meaning any loss arising out of any act an “insured” commits or conspires to commit with the intent to cause a loss.

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

10. **Governmental Action**, meaning the destruction, confiscation or seizure of property described in Property Coverages 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.

11. **“Fungi” or Other Microbes**, meaning any loss or cost resulting from, arising out of, caused by, consisting of or related to “fungi”, other microbes or rot. This exclusion does not apply to:

- “Fungi” or other microbes remediation coverage that may be afforded under Property - Additional Coverage 16. Limited “Fungi” or Other Microbes Remediation; or
- “Fungi” or other microbes that results from fire or lightning.

12. **Seepage or Leakage**, meaning constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of weeks, months or years.

This exclusion applies regardless of the source from which the water, steam or condensation seeped or leaked.

- B. We do not insure for loss to property described in Property Coverages A and B caused by any of the following. However, any ensuing loss to property described in Property Coverages A and B not excluded by any other provision in this policy is covered.

- Weather conditions. This exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Property - Exclusion A. to produce the loss.
- Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- Faulty, inadequate or defective:
  - Planning, zoning, development, surveying or siting;
  - Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or 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".

## PROPERTY - CONDITIONS

- 1. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
  - a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
  - b. For more than the applicable limit of liability.
- 2. Duties After Loss.** In case of a loss to covered property, we have no duty to provide coverage under this policy if the following duties are not performed. These duties must be performed either by you, an "insured" seeking coverage or a representative of either.
  - a. Give us prompt notice. With respect to a loss caused by the peril of windstorm or hail, that notice must occur no later than one year after the date of loss;
  - b. Notify the police in case of loss by theft;
  - c. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in Property - Additional Coverage 7. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money;
  - d. Protect the property from further damage. If repairs to the property are required, you must:
    - (1) Make reasonable and necessary repairs to protect the property; and
    - (2) Keep an accurate record of repair expenses;
  - e. Cooperate with us in the investigation of a claim;
  - f. Prepare an inventory of damaged personal property showing the quantity, description, value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
  - g. As often as we reasonably require:
    - (1) Show the damaged property;
    - (2) Provide us with records and documents we request and permit us to make copies; and
- 3. Loss Settlement.** In this Property - Condition, repair or replace and replacement cost do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in Property - Additional Coverage 12. Ordinance or Law. Covered property losses are settled as follows:
  - a. Property of the following types:
    - (1) Personal property;
    - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
    - (3) Structures that are not buildings; and
    - (4) Grave markers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

- b.** Buildings covered under Property Coverages A or B at replacement cost without deduction for depreciation, subject to the following:

(1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the replacement cost, without deduction for depreciation, but not more than the least of the following amounts:

- (a) The limit of liability under this policy that applies to the building;
- (b) The replacement cost of that part of the building damaged with materials of like kind and quality and for like use; or
- (c) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in 3.b.(1)(b) is limited to the cost which would have been incurred if the building had been built at the original premises.

(2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The actual cash value of that part of the building damaged; or
- (b) That proportion of the replacement cost, without deduction for depreciation, for that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

(3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, we will not include the value of:

- (a) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the

building, which are below the undersurface of the lowest basement floor;

- (b) Those supports described in (3)(a) which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (c) Underground flues, pipes, wiring and drains.
- (4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in Property Condition 3. Loss Settlement b.(1) and b.(2).

If the replacement cost is less than \$2,500, we will settle the loss as noted in Property – Condition 3. Loss Settlement b.(1) and b.(2) whether or not actual repair or replacement is complete.

- (5) You may disregard Property - Condition 3. Loss Settlement b. and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Property - Condition 3. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

c. The amount we will pay to settle a covered loss does not include:

- (1) Compensation for stigma damage or any actual or perceived reduction or diminution in value of such property that may remain after repair or replacement; or
- (2) The cost to replace undamaged roofing materials due to any mismatch between the existing undamaged roof on a building and new materials used to repair or replace the damaged roof on a building because of:
  - (a) Wear and tear, marring, scratching or deterioration;
  - (b) Fading, weathering, oxidizing or color;
  - (c) Texture or dimensional differences; or
  - (d) Obsolescence or discontinuation.
- (3) The cost to replace undamaged siding materials due to any mismatch between the existing undamaged siding on a

- building and new materials used to repair or replace the damaged siding on a building because of:
- (a) Wear and tear, marring, scratching or deterioration;
  - (b) Fading, weathering, oxidizing or color;
  - (c) Texture or dimensional differences; or
  - (d) Obsolescence or discontinuation.
- 4. Loss Deductible.** Unless otherwise stated in this policy, the following deductible provision applies:
- a. Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under the Property Coverage Section that exceeds the deductible amount shown in the Declarations.
  - b. If two or more deductibles under this policy apply to the same loss, the total amount of all deductibles applied to the loss will not exceed the amount of the largest applicable deductible.
- 5. Loss to a Pair or Set.** In case of loss to a pair or set, we may elect to:
- a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - b. Pay the difference between actual cash value of the property before and after the loss.
- Property - Condition **3. Loss Settlement c.(1)** does not apply to this Condition.
- 6. Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- a. Reach an agreement with you;
  - b. There is an entry of a final judgment; or
  - c. There is a filing of an appraisal award with us.
- 7. Appraisal.** If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a report

of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

- 8. Other Insurance and Service Agreement.** If a loss covered by this policy is also covered by:
- a. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
  - b. A service agreement, the coverage provided under this policy is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- 9. Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under the Property Coverage Section of this policy and the action is started within two years after the date of loss.
- 10. Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- 11. Abandonment of Property.** We need not accept any property abandoned by an "insured".
- 12. Mortgage Clause.**
- a. If a mortgagee is named in this policy, any loss payable under Property Coverages A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
  - b. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
    - (1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
    - (2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and

- (3) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Property Conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
- c. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
- d. If we pay the mortgagee for any loss and deny payment to you:
- (1) 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 whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- e. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
- 13. No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
- 14. Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
- 15. Salvage.** We have the option to take the salvage or remnant part of any covered property for which we have made a loss payment for the actual cash value or the replacement cost of the damaged covered property. At our option, we may allow you to retain damaged property and will adjust any loss payment by the agreed or appraised value of the salvage or remnant portion of the damaged property.
- 16. Policy Period.** This policy applies only to loss which occurs during the policy period.
- 17. Concealment or Fraud.** We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:
- a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements;
- relating to this insurance.
- 18. Premises Alarm, Security or Fire Protection System.** When Protective Devices Credit is shown in the Declarations, you agree to maintain any alarm, security or automatic protection systems, including fire and sprinkler system(s), in working order. You also agree to advise us promptly of any change, including removal, made to any of these system(s).



## LIABILITY COVERAGE SECTION

### LIABILITY COVERAGE E - PERSONAL LIABILITY

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

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

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

### LIABILITY COVERAGE F - MEDICAL PAYMENTS TO OTHERS

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

1. To a person on an "insured location" with the permission of an "insured"; or

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

### LIABILITY – ADDITIONAL COVERAGES

Unless otherwise stated, we cover the following in addition to the Liability Coverage E and Liability Coverage F limits of liability:

**1. Claim Expenses.** We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".
3. **Damage to Property of Others.** We will pay replacement cost per "occurrence" for "property damage" to property of others caused by an "insured", up to the limit shown in the Declarations for this Liability – Additional Coverage.

We will not pay for "property damage":

- a. To the extent of any amount recoverable under the Property Coverage Section of this policy;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a roomer, boarder, tenant or other occupant who provides compensation to an "insured" for

use of all or part of the "residence premises" including property of any guests of any roomer, boarder, tenant or other occupant;

- e. To property owned by or rented to a resident in your household; or
- f. Arising out of:
  - (1) A "business" engaged in by an "insured";
  - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than an "insured location"; or
  - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of "aircraft", hovercraft, watercraft or "motor vehicles".

Exclusion f.(3) does not apply to a "motor vehicle" that is:

- (a) Designed for recreational use off public roads;
- (b) Not owned by an "insured"; and
- (c) At the time and place of an "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used at the place of the "occurrence".

- 4. Loss Assessment.** We will pay up to the limit shown in the Declarations for this Liability - Additional Coverage for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

- a. "Bodily injury" or "property damage" not excluded under the Liability Coverage Section of this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
  - (1) Is elected by the members of a corporation or association of property owners; and
  - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

Liability - Condition 9. Policy Period does not apply to this coverage.

Regardless of the number of assessments, the limit shown in the Declarations for this Liability -

Additional Coverage is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition;
- b. A covered act involving one or more than one director, officer or trustee; or
- c. Repeated acts by one or more than one director, officer or trustee.

Repeated acts will be considered a single covered act.

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

**5. Property Damage Coverage for Military Personnel and United States Government Employees.**

If an "insured" is a:

- a. United States government employee; or
- b. Member of the United States Military;

we agree to pay for "property damage" to United States government property, for which an "insured" is legally responsible under applicable rules or regulations.

We will pay no more than replacement cost for "property damage" arising out of an "occurrence". Replacement cost is the amount necessary to repair or replace the damaged property without deduction for depreciation, subject to the limit of liability for this Liability - Additional Coverage.

The most we will pay for all damages resulting from any one "occurrence" will not exceed two months military basic pay or government issued salary for the "insured", as of the time of the "occurrence".

We will not pay for "property damage" to:

- a. "Aircraft";
- b. Hovercraft;
- c. "Motor vehicles";
- d. Watercraft; or
- e. Weapons.

We will not pay for "property damage":

- a. To the extent of any amount payable under the Property Coverage Section of this policy; or
- b. Caused intentionally by any "insured" who is 13 years of age or older.

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## LIABILITY - EXCLUSIONS

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**A. Liability Coverage E – Personal Liability and Coverage F – Medical Payments to Others.**

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

**1. “Aircraft Liability”.**

This exclusion does not apply to “bodily injury” to a “residence employee” arising out of and in the course of the “residence employee’s” employment by an “insured”.

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

Exclusion A.2. applies to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the “business”.

Exclusion A.2. does not apply to:

**a. The rental or holding for rental of an “insured location”:**

(1) Used, in whole or in part, as a temporary place to stay for a total of 30 days or less during the 12 consecutive months prior to an “occurrence”;

(2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers, boarders or tenants;

(3) In part, as an office, studio or private garage;

(4) If the “insured location” is shown in the Declarations as an Additional Residence Rented to Others; or

(5) If the “insured location” is shown in the Declarations as Structures Rented to Others;

**b. The rental or holding for rental of the “residence premises” on a regular basis if Unit Owners Rental is shown in the Declarations;**

c. An “insured” under the age of 18 years involved in a part-time or occasional, self-employed “business” with no employees; or

d. One or more activities, for which no “insured” receives more than \$5,000 in total

compensation during the 12 consecutive months prior to an “occurrence”.

**3. “Bodily injury” or “property damage” arising out of the actual, alleged or threatened transmission of a communicable disease or illness by an “insured”. This exclusion applies whether the transmission was voluntary or involuntary or whether an “insured” knew or should have known that the infected person was infected with the disease or illness.**

**4. “Bodily injury” or “property damage” caused by an animal owned by or in the care, custody or control of an “insured” or a guest of an “insured” or, in the care, custody or control of a roomer, boarder, tenant, resident, “residence employee” or guest of such roomer, boarder, tenant or other occupant of the “residence premises” that is:**

- a. Wild by birth or by nature or a species not customarily domesticated;**
- b. Illegal to acquire, own or keep;**
- c. A bird of prey;**
- d. Venomous or poisonous; or**
- e. A non-human primate.**

**5. “Bodily injury” or “property damage” which is expected or intended by an “insured” even if the resulting “bodily injury” or “property damage” is:**

- a. Of a different kind, quality or degree than initially expected or intended; or**
- b. Sustained by a different person, entity, real or personal property, than initially expected or intended.**

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force by an “insured” to protect persons or property.

**6. “Bodily injury” or “property damage” arising out of the escape or release of fuel from a “fuel system”. This exclusion applies to any:**

- a. Supervision, instructions, recommendations, warnings or advice given in connection with the above;**
- b. Obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such “bodily injury” or “property damage”, damages, loss, cost, payment or expense; or**

- c. Request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of fuel in any form.

This exclusion does not apply to "bodily injury" or "property damage" arising out of fire or explosion that results from such escaped or released fuel.

- 7. "Bodily injury" or "property damage" arising out of the actual or alleged presence of or actual, alleged or threatened dispersal, release, ingestion, inhalation, contact with or exposure to, whether directly or indirectly, by "fungi" or other microbes. This includes any:

- a. Supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or that allegedly should have been given, in connection with "bodily injury" or "property damage" arising out of, whether directly or indirectly, "fungi" or other microbes, or the activities described in 7.c. below;
  - b. Obligation to share with or repay another who must pay damages because of "bodily injury" or "property damage" damage of the type described in this exclusion. This applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the "bodily injury" or "property damage";
  - c. Request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of "fungi" or other microbes; and
  - d. Liability imposed upon any "insured" by any governmental authority for "bodily injury" or "property damage" arising out of, whether directly or indirectly, "fungi" or other microbes.
- 8. "Bodily injury" or "property damage" arising out of any oral, written, electronic, digital or other means of communication, publication or physical action that:
    - a. Is directed at or to an individual or group of individuals; and
    - b. Includes content, material or action that is or is perceived as:
      - (1) Bullying, harassing, degrading, intimidating, threatening, tormenting or otherwise abusive; or
      - (2) Causing or having caused emotional or psychological distress or fear of imminent harm or death.

This exclusion applies whether or not the communication, publication or action is:

- a. Composed, created, sent or performed by an "insured";
- b. Part of a series of communications, publications or actions;
- c. Directed at or to the person who suffered "bodily injury" or "property damage";
- d. Expected or intended to cause emotional, mental or physical harm to an individual; or
- e. Intended to be public or private.

#### 9. "Hovercraft Liability".

This exclusion does not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

- 10. "Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Illegal or Controlled Substances include but are not limited to cocaine, heroin, LSD, methamphetamines, marijuana and all narcotic drugs.

This exclusion does not apply to the lawful use of prescription drugs by a person following the orders of a licensed healthcare provider.

- 11. "Bodily injury" or "property damage" arising out of the:

- a. Illegal growing of plants or the illegal raising or keeping of animals; or
- b. Illegal manufacture, production, operation or processing of chemical, biological, animal or plant materials.

This exclusion applies whether or not the illegal activities described above were within the control or knowledge of an "insured".

- 12. "Bodily injury" or "property damage" arising out of the actual or alleged presence of or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead pigment, lead compounds or lead in any form which is or was contained or incorporated into any material or substance. This exclusion applies to any:

- a. Supervision, instructions, recommendations, warnings or advice given in connection with the above;

- b. Obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such “bodily injury” or “property damage”, damages, loss, cost, payment or expense;
- c. Request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of lead, lead pigment, lead compounds or materials or substances containing lead in any form; or
- d. Loss, cost, payment or expense related to any claim, suit, order, defense, demand or investigation of any kind incurred in connection with the above.

**13. “Bodily injury” or “property damage” arising out of a premises:**

- a. Owned by an “insured”;
  - b. Rented to an “insured”; or
  - c. Rented to others by an “insured”;
- that is not an “insured location”.

This exclusion does not apply to “bodily injury” to a “residence employee” arising out of and in the course of the “residence employee’s” employment by an “insured”.

**14. “Bodily injury” or “property damage” arising out of “motor vehicle liability” if, at the time and place of an “occurrence”, the involved “motor vehicle” is:**

- a. Registered for use on public roads or property;
- b. Not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be lawfully used at the place of the “occurrence”; or
- c. Being:
  - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used by a roomer, boarder, tenant or other occupant who provide compensation to an “insured” for use of all or part of the “residence premises” including guests of any such roomers, boarders, tenants or other occupants;
  - (4) Used, or during the period of time it is available for hire, as a public or livery conveyance whether or not there is:

- (a) A passenger in, upon, or getting in, on, out or off the vehicle; or
  - (b) Property being transported for a fee in or upon the vehicle; or
- (5) Used for any other “business” purpose except for a motorized golf cart used for incidental “business” entertainment while on a golfing facility.

If “motor vehicle liability” is not excluded under Liability - Exclusion **14.a-c.** Liability Coverages E and F still do not apply to “motor vehicle liability” unless at the time of an “occurrence”, the involved “motor vehicle” is:

- a. In dead storage on an “insured location”;
- b. Used solely to service an “insured’s” residence;
- c. Designed to assist the handicapped and, at the time of an “occurrence”, it is:
  - (1) Being used to assist a handicapped person; or
  - (2) Parked on an “insured location”;
- d. Designed for recreational use off public roads and:
  - (1) Not owned by an “insured”; or
  - (2) Owned by an “insured” provided the “occurrence” takes place:
    - (a) On an “insured location”; or
    - (b) Off all “insured locations” and the “motor vehicle” is:
      - (i) Designed as a toy vehicle to be ridden in or upon by children under 7 years of age;
      - (ii) Powered by one or more batteries; or
      - (iii) Not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground; or
  - e. A motorized golf cart that is owned by an “insured”, designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an “occurrence”, is within the legal boundaries of:
    - (1) A golfing facility and is parked or stored there, or being used by an “insured” to:
      - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (c) Cross public roads at designated points to access other parts of the golfing facility; or
- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

This exclusion does not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

**15.** "Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services.

**16.** "Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse.

**17.** "Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

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

Discharge of a nuclear weapon, even if the discharge is accidental, will be deemed a warlike act.

**18.** "Watercraft liability" if, at the time and place of an "occurrence", the involved watercraft is being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
- b. Rented to others;
- c. Used by a roomer, boarder, tenant or other occupant who provides compensation to an "insured" for use of all or part of the "residence premises" including guests of any such roomers, boarders, tenants or other occupants;

- d. Used, or during the period of time it is available for hire, as a public or livery conveyance whether or not there is:
  - (1) A passenger in, upon, or getting in, on, out or off the watercraft; or
  - (2) Property being transported for a fee in or upon the watercraft; or
- e. Used for any other "business" purpose.

If "watercraft liability" is not excluded under Liability - Exclusion **18.a-e.**, Liability Coverages E and F still do not apply to "watercraft liability" unless, at the time of an "occurrence", the involved watercraft is:

- a. Stored;
- b. A sailing vessel, with or without auxiliary power that is:
  - (1) Less than 26 feet in overall length; or
  - (2) 26 feet or more in overall length and not owned by or rented to an "insured";
- c. Not a sailing vessel and is powered by:
  - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
    - (a) 50 horsepower or less and not owned by an "insured"; or
    - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
  - (2) One or more outboard engines or motors with:
    - (a) 50 total horsepower or less; or
    - (b) More than 50 horsepower if the outboard engine or motor is not owned by an "insured";
    - (c) More than 50 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
    - (d) More than 50 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
      - (1) You declare them at policy inception; or
      - (2) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The exceptions in **18.c.(2)(c)** and **(d)** apply for the policy period.

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

This exclusion does not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

#### **B. Liability Coverage E - Personal Liability.**

Liability Coverage E does not apply to the following:

**1. Liability:**

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in Liability - Additional Coverage 4. Loss Assessment;
- b. Under any contract or agreement entered into by an "insured". This exclusion does not apply to written contracts:
  - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
  - (2) In which the liability of others is assumed by the "insured" prior to an "occurrence"; unless excluded in 1.a. or elsewhere in this policy;
- 2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke, water or explosion;
- 4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 5. "Bodily injury" or "property damage" for which an "insured" under this policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;

- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or any of their successors; or
- b. Would be an insured under that policy but for the exhaustion of its limit of liability;

6. "Bodily injury" to you or an "insured" as defined in Definition 9.a. or b.

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

- a. Repay; or
- b. Share damages with; another person who may be obligated to pay damages because of "bodily injury" to an "insured"; or
- 7. "Bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by any Additional Insured named in the Declarations.

#### **C. Liability Coverage F - Medical Payments to Others.**

Liability Coverage F does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
  - a. Occurs off an "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

  - d. Any consequence of any of these; or
- 4. To any person, other than a "residence employee" of an "insured", residing on any part of an "insured location".

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## LIABILITY - CONDITIONS

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

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

**2. Severability of Insurance.** This insurance applies separately to each "insured". This Liability - Condition will not increase our limit of liability for any one "occurrence".

**3. Duties After "Occurrence".** In the event of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if you fail to comply with the following duties:

- a. Give us written notice as soon as is practical, which sets forth:
  - (1) The identity of the policy and the named "insured" shown in the Declarations;
  - (2) Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - (3) Names and addresses of any claimants and witnesses;
- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- c. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- d. At our request, help us:
  - (1) To make settlement;
  - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - (3) With the conduct of suits and attend hearings and trials; and
  - (4) To secure and give evidence and obtain the attendance of witnesses;

- e. With respect to Liability - Additional Coverage
  - 3. Damage to Property of Others, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- f. With respect to Liability - Additional Coverage
  - 5. Property Damage Coverage for Military Personnel and United States Government Employees, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control; and
- g. No "insured" will, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

**4. Duties of an Injured Person - Liability Coverage F - Medical Payments to Others.**

- a. The injured person or someone acting for the injured person will:
  - (1) Give us written proof of claim, under oath if required, as soon as is practical; and
  - (2) Authorize us to obtain copies of medical reports and records.
- b. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**5. Payment of Claim - Liability Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

**6. Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under the Liability Coverage Section of this policy.

No one will have the right to join us as a party to any action against an "insured".

Also, no action with respect to Liability Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

**7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

**8. Other Insurance.** This insurance is excess over other valid and collectible insurance except

insurance written specifically to cover as excess over the limits of liability that apply in this policy.

**9. Policy Period.** This policy applies only to “bodily injury” or “property damage” which occurs during the policy period.

**10. Concealment or Fraud.** We do not provide coverage to an “insured” who, whether before or after a loss, has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;  
relating to this insurance.



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**SIGNATURE PAGE**

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This policy is signed for the member company of Travelers which is the insurer under this policy.



Wendy C. Skjerven  
Corporate Secretary



Michael Klein  
President  
Personal Insurance



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## WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

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**This Endorsement Changes The Policy. Please Read It Carefully.**

### **PROPERTY COVERAGE SECTION**

#### **PROPERTY – PERILS INSURED AGAINST**

For purposes of the Water Back Up and Sump Discharge or Overflow Additional Coverage only, Perils Insured Against provision:

1. Property Coverage A – Dwelling and Property Coverage B – Other Structures, paragraph **2.c.(6)(b)** in form **HQ-P03**;
2. Property Coverage A – Dwelling, paragraph **2.c.(6)(b)** in form **HQ-P06**;
3. Property Coverages A, B (if applicable) and C, paragraph **1.c.(6)(b)** in Special Personal Property Coverage form **HQ-015**; and
4. Property Coverages A and B (if applicable), paragraph **2.c.(6)(b)** in Special Coverage form **HQ-003**;

is replaced by the following:

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

### **PROPERTY – ADDITIONAL COVERAGES**

The following additional coverage is added under Property – Additional Coverages:

**Water Back Up and Sump Discharge or Overflow Coverage.** We will pay up to the limit of liability shown in the Declarations under this Water Back Up and Sump Discharge or Overflow Coverage, for direct physical loss, not caused by the negligence of an “insured”, to property covered under the Property Coverage Section of this policy, caused by water or water borne material, that:

- a. Enters through or backs up from a sewer or drain located within the dwelling or other building structures on the “residence premises”; or
- b. Discharges or overflows from a:
  - (1) Sump or sump pump;
  - (2) Related equipment; or
  - (3) Any other system designed to remove subsurface water which is drained from the foundation area;

located within the dwelling or other building structures on the “residence premises” even if such discharge or overflow results from mechanical breakdown.

This additional coverage does not apply to:

- a. Direct physical loss of the sump, sump pump, related equipment or any other system designed to remove subsurface water which is caused by mechanical breakdown; or
- b. Loss caused as a direct or indirect result of flood, surface water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water or spray from any of these, whether a result of precipitation or driven by wind.

This coverage does not increase the limits of liability for any property covered under the Property Coverage Section of this policy.

### **PROPERTY – EXCLUSIONS**

For purposes of this Water Back Up and Sump Discharge or Overflow Additional Coverage only, the following is added under **3. Water**, paragraph **b.** (this is Property – Exclusion **A.3.** in forms **HQ-P03** and **HQ-P06**):

3. **Water**, meaning any:
  - b. This paragraph **b.** does not apply to the extent that coverage is provided under the Water Back Up and Sump Discharge or Overflow Additional Coverage.

For purposes of this Water Back Up and Sump Discharge or Overflow Additional Coverage only, the following is added under **4. Power Failure** (this is Property – Exclusion **A.4.** in forms **HQ-P03** and **HQ-P06**):

#### **4. Power Failure.**

This exclusion does not apply to the extent that coverage is provided under the Water Back Up and Sump Discharge or Overflow Additional Coverage.

All other provisions of this policy apply.



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## LIMITED HIDDEN WATER OR STEAM SEEPAGE OR LEAKAGE COVERAGE

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**This Endorsement Changes The Policy. Please Read It Carefully.**

### **PROPERTY COVERAGE SECTION**

#### **PROPERTY – ADDITIONAL COVERAGES**

The following additional coverage is added under Property – Additional Coverages:

**Limited Hidden Water or Steam Seepage or Leakage.** We will pay, up to the limit shown in the Declarations under this Limited Hidden Water or Steam Seepage or Leakage Coverage, for damage, including deterioration or rot, to covered property caused by the constant or repeated seepage or leakage of water or steam from within a:

- a. Plumbing system;
- b. Heating system;
- c. Air conditioning system;
- d. Automatic fire protective sprinkler system; or
- e. Household appliance.

The constant or repeated seepage or leakage of water or steam must be hidden.

This includes the cost to tear out and replace any part of a building, or other structure, on the “residence premises”, but only when necessary to repair the system or appliance from which this water or steam escaped.

For purposes of this Limited Hidden Water or Steam Seepage or Leakage Additional Coverage only, hidden means the seepage or leakage of water or steam is within the walls, floors or ceilings or underneath the floors of a structure.

For purposes of this Limited Hidden Water or Steam Seepage or Leakage Additional Coverage only, a plumbing system or household appliance does not include a sump, sump pump or related equipment or any other system designed to remove surface or subsurface water, roof drain, gutter, downspout or similar fixtures or equipment.

We do not cover loss:

- a. If an “insured” knew, suspected or should have known of the seepage or leakage of water or steam;
- b. If there were visible signs of seepage or leakage that occurred over a period of weeks, months or years; or
- c. To the system or appliance from which this water or steam escaped.

All damage resulting from constant or repeated seepage or leakage of water or steam from the same system or appliance shall be considered one loss.

If a constant or repeated seepage or leakage of water or steam loss causes damages during the policy period and any other policy period(s) under a policy issued to you by us, the maximum limit of our liability under all policy periods shall not exceed the amount of the highest applicable limit under any one policy period.

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

### **PROPERTY – EXCLUSIONS**

For purposes of this Limited Hidden Water or Steam Seepage or Leakage Additional Coverage only, the following is added under Property – Exclusion **12. Seepage or Leakage** (this is Property – Exclusion **A.12.** in forms **HQ-P03** and **HQ-P06**):

#### **12. Seepage or Leakage.**

This exclusion does not apply to the extent that coverage is afforded under the Limited Hidden Water or Steam Seepage or Leakage Additional Coverage.

All other provisions of this policy apply.



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## PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

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**This Endorsement Changes The Policy. Please Read It Carefully.**

### **PROPERTY COVERAGE SECTION**

#### **PROPERTY – CONDITIONS**

For purposes of this Personal Property Replacement Cost Loss Settlement only, the following replaces **3.** Loss Settlement paragraph **a.:**

#### **3. Loss Settlement.**

**a.** Property of the following types:

- (1) Eligible Property.** Covered losses to the following property are settled at replacement cost at the time of the loss:
  - (a)** Property described in Property Coverage C – Personal Property; and
  - (b)** Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings, if covered in this policy.
- (2) Eligible Property with form HQ-61B.** Covered losses to the following Classes of Personal Property are settled at replacement cost at the time of the loss if Valuable Items Plus Coverage form **HQ-61B** is part of your policy and a limit of liability is shown in the Declarations for that Class of Personal Property:

- (a)** Jewelry, including articles of personal adornment composed at least partially of silver, gold, platinum or other precious metals or alloys, whether or not containing pearls, jewels or precious or semi-precious stones.

This does not include bullion, gold, silver and other precious metals or unmounted gems;

- (b)** Silverware, including:

- (i)** Silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware; and
- (ii)** Flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.

This does not include pens, pencils, flasks, smoking implements or accessories or jewelry;

- (c)** Fine arts, including paintings, etchings, drawings, lithographs, photographs, sculptures and other bona fide works of art of rarity, historical value or artistic merit;
- (d)** Furs and garments trimmed with fur or consisting principally of fur;
- (e)** Computers, hardware, software, data storage media and related equipment;
- (f)** Firearms and related equipment;
- (g)** Cameras, projection machines and related articles of equipment;
- (h)** Musical instruments and related equipment; and
- (i)** China, ceramic ware or porcelain dinnerware and crystal comprised of clear, colorless glass.

**Replacement Cost Loss Settlement.** With respect to all property described under Eligible Property **3.a.(1)** and Eligible Property with form **HQ-61B 3.a.(2)**, we will pay no more than the least of the following amounts:

- (a)** Replacement cost at the time of loss without deduction for depreciation;
- (b)** The full cost of repair at the time of loss;
- (c)** The limit of liability that applies to Property Coverage C – Personal Property, if applicable;
- (d)** Any applicable Special Limits of Liability stated in this policy; or
- (e)** For loss to any Class of Personal Property described under Eligible Property **3.a.(2)(a)** through **3.a.(2)(i)**, the limit of liability that applies to the Class of Personal Property.

If the replacement cost for the property described above is more than \$2,500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.

You may make a claim for loss on an actual cash value basis and then make claim for any additional liability according to the provisions of this endorsement, provided you notify us, within 180 days

after the date of loss, of your intent to repair or replace the damaged property.

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

- (a) Structures that are not buildings;
- (b) Grave markers, including mausoleums;
- (c) Antiques and similar articles of rarity or antiquity which cannot be replaced;

- (d) Memorabilia, souvenirs and similar articles whose age or history contribute to their value;
- (e) Collectibles, including figurines, glassware, marble, porcelains, statuary and similar articles;
- (f) Articles not maintained in good or workable condition; and
- (g) Articles that are outdated or obsolete and are stored or not being used.

All other provisions of this policy apply.

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## SPECIAL PROVISIONS – TEXAS

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**This Endorsement Changes The Policy. Please Read It Carefully.**

In this policy, the following is added under any provision which uses the term actual cash value:

Actual cash value means the value of the covered property at the time of loss or damage.

When calculating actual cash value using the estimated cost to repair or replace such property, with a reasonable deduction for depreciation that occurred before such loss or damage, we may apply depreciation to all components of the estimated cost, including the following:

- a. Materials;
- b. Labor;
- c. Overhead and profit; and
- d. Any applicable tax.

The deduction for depreciation may include such considerations as:

- a. Age;
- b. Condition, such as wear and tear or deterioration;
- c. Reduction in useful life; and
- d. Obsolescence.

### DEFINITIONS

When this Special Provisions – Texas is used with form **HQ-D77** only, Definition **5.** “business” is replaced by the following:

**5.** “Business” means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
  - (1) One or more activities, for which no “insured” receives more than \$5,000 in total compensation during the 12 consecutive months prior to an “occurrence”;
  - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
  - (4) Providing home day care services to a relative of an “insured”.

The following is added under Definition **13.** “pollutants” (this is Definition **12.** in form **HQ-D88**):

“Pollutants” does not include:

- a. Irritants or contaminants that escape from heating and air conditioning systems and appliances (HVAC);
- b. Common household chemicals used to maintain the residence premises; and
- c. Irritants or contaminants released from a hostile fire. A hostile fire is a fire which becomes uncontrollable or breaks out from where it was intended to be.

The following definition is added:

“Business day” means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

### POLICY CONDITIONS

- 4. **Cancellation** is replaced by the following:
- 4. **Cancellation.** This policy may be cancelled during the policy period as follows:
  - a. A named “insured” shown in the Declarations may cancel this policy by:
    - (1) Returning this policy to us; or
    - (2) Giving us advance notice of the date cancellation is to take effect.

We may accept another form of notice from a named “insured”. The cancellation by a named “insured” will be binding on any other named “insured”.

- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, electronically transmitted to you, if permissible by law, or mailed to you at your mailing address shown in the Declarations. Proof of mailing or electronic transmission will be sufficient proof of notice. We will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

When this Special Provisions – Texas is used with forms **HQ-P02**, **HQ-P03**, **HQ-P04** or **HQ-P06**, paragraph **b.(1)** applies:

- (1) If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel this policy if:
- (a) We identify a condition that:
    - (i) Creates an increased risk of hazard;
    - (ii) Was not disclosed in the application for insurance coverage; and
    - (iii) Is not the subject of a prior claim; or
  - (b) Before the effective date of the policy, we have not accepted a copy of a required inspection report that:
    - (i) Was completed by an inspector licensed by the Texas Real Estate Commission or who is otherwise authorized to perform inspections; and
    - (ii) Is dated not earlier than the 90<sup>th</sup> day before the effective date of the policy.

An inspection report is deemed accepted, unless we reject it before the 11<sup>th</sup> day after the date we receive it.

When this Special Provisions – Texas is used with forms **HQ-P53** or **HQ-P56**, paragraph **b.(2)** applies:

- (2) If this policy has been in effect for less than 90 days and is not a renewal policy, we may cancel this policy for any reason.

When this Special Provisions – Texas is used with forms **HQ-P02**, **HQ-P03**, **HQ-P04**, **HQ-P06**, **HQ-P53** or **HQ-P56**, paragraphs **b.(3)** and **c.** through **e.** apply:

- (3) We may also cancel this policy at any time for any of the following reasons:
- (a) You do not pay the premium or any portion of the premium when due;
  - (b) The Department of Insurance determines that continuation of the policy would violate the Texas Insurance Code or any other laws governing the business of insurance in this state;
  - (c) You submit a fraudulent claim; or
  - (d) There is an increase in the hazard covered by this policy that is within your control and that would produce

- an increase in the premium/rate of this policy.
- c. The effective date of cancellation cannot be before the 10<sup>th</sup> day after we mail, or electronically transmit, if permissible by law, the notice if we cancel for any of the reasons in **4.b.(3)**, or the 30<sup>th</sup> day after we mail, or electronically transmit, if permissible by law, notice if we cancel for any other reason. Our notice of cancellation must state the reason for cancellation.
- d. When this policy is cancelled, we will send you any refund due not later than the 15<sup>th</sup> “business day” after the date of cancellation. The premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- e. We may not cancel this policy solely because you are an elected official.

**5. Nonrenewal** is replaced by the following:

**5. Refusal to Renew.**

- a. We may not refuse to renew this policy because of claims for losses resulting from natural causes.
- b. We may not refuse to renew this policy solely because you are an elected official.
- c. We may refuse to renew this policy if you have filed three or more claims under this policy in any three-year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing that if you file a third claim during the three-year period, we may refuse to renew this policy by providing you proper notice of our refusal to renew as provided in **5.d.** If we do not notify you after the second claim, we may not refuse to renew this policy because of losses.

A claim does not include a claim that is filed but is not paid or payable under the policy.

- d. If we refuse to renew this policy, we must deliver to you, mail to you at your mailing address shown in the Declarations, or electronically transmit to you, if permissible by law, and to any mortgagee named in the Declarations, written notice of our refusal to renew not later than the 60<sup>th</sup> day before the date on which this policy expires. Proof of mailing or electronic transmission, if permissible by law, will be sufficient proof of notice. We will also deliver or mail a copy of the notice to any Additional Insured named in

the Declarations. If we fail to give you proper notice of our decision not to renew, you may require us to renew the policy.

#### The following is added under **POLICY CONDITIONS:**

**Concealment or Fraud.** To the extent permitted by Texas Insurance Code sections 705.003 and 705.004, we provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements;
- relating to this insurance.

### PROPERTY COVERAGE SECTION

#### PROPERTY – PERILS INSURED AGAINST

When this Special Provisions – Texas is used with form **HQ-P02**, the following is added under **12. Accidental Discharge or Overflow of Water or Steam:**

We do not cover loss to a slab or foundation caused by accidental discharge, or overflow of water, water-borne material or steam from within a plumbing, heating or air conditioning system or household appliance that is either below the surface of the ground or is within or below the slab or foundation of the dwelling.

When this Special Provisions – Texas is used with form **HQ-P53**, the following is added under **11. Accidental Discharge or Overflow of Water or Steam:**

We do not cover loss to a slab or foundation caused by accidental discharge, or overflow of water, water-borne material or steam from within a plumbing, heating or air conditioning system or household appliance that is either below the surface of the ground or is within or below the slab or foundation of the dwelling.

#### PERILS INSURED AGAINST

#### PROPERTY COVERAGE A – DWELLING PROPERTY COVERAGE B – OTHER STRUCTURES

When this Special Provisions – Texas is used with form **HQ-P03**, the following is added under **Exception to c.(6):**

We do not cover loss to a slab or foundation caused by accidental discharge, or overflow of water, water-borne material or steam from within a plumbing, heating or air conditioning system or household appliance that is either

below the surface of the ground or is within or below the slab or foundation of the dwelling.

#### PROPERTY – ADDITIONAL COVERAGES

The following is added under **12. Ordinance or Law** (this is Property – Additional Coverages **9.** in forms **HQ-P53** and **HQ-P56**):

If the insured property is located in an area which is eligible for coverage through the Texas Windstorm Insurance Association, the coverage described above also applies to the increased cost you incur due to the repair, replacement or demolition required for the dwelling to comply with the building specifications contained in the Texas Windstorm Insurance Association's plan of operation.

#### PROPERTY – EXCLUSIONS

**9. Intentional Loss** is replaced by the following:

**9. Intentional Loss.**

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

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

- b. This exclusion does not apply to an "insured" who did not cooperate in or contribute to the creation of the loss if that "insured" has:

(1) Filed a police report; and

(2) Cooperated with law enforcement investigation or prosecution relating to any other "insured" causing the intentional loss.

- c. If we pay a claim pursuant to paragraph **9.b.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in this policy. In no event will we pay more than the limit of liability. As a condition of payment for intentional loss caused by another "insured" under this exception to the exclusion, we may require an assignment of rights of recovery to the extent that payment is made by us.

**11. "Fungi" or Other Microbes** is replaced by the following:

**11. "Fungi", Other Microbes or Rot**, meaning any loss or cost resulting from, arising out of, caused

by, consisting of or related to "fungi", other microbes or rot.

This exclusion does not apply to:

- a. "Fungi" or other microbes remediation coverage that may be afforded under Property – Additional Coverage **16**. Limited "Fungi" or Other Microbes Remediation (this is Property – Additional Coverage **11**. Limited "Fungi" or Other Microbes Remediation in forms **HQ-P53** and **HQ-P56**); or
- b. "Fungi", other microbes or rot that results from fire or lightning.

This exclusion applies unless the "fungi" or other microbes are located upon the portion of covered property which must be repaired or replaced because of direct physical damage resulting from any peril covered under this policy.

When this Special Provisions – Texas is used with forms **HQ-P02** or **HQ-P53**, the following exclusion is added, and when this Special Provisions – Texas is used with form **HQ-P03**, the following exclusion is added under A.:

**Settling, Cracking, Bulging, Shrinkage or Expansion of Specific Property**, meaning any loss arising out of, caused by, consisting of or related to settling, cracking, bulging, shrinkage or expansion of foundations, walls, floors, ceiling, roof structures, walks, drives, curbs, fences, retaining walls or swimming pools, regardless of whether such loss ensues from any loss, including a loss involving water or water damage which is covered under this policy. However, settling, cracking, bulging, shrinkage or expansion as a direct result of collapse of a building is covered.

## PROPERTY – CONDITIONS

The following is added under **1. Insurable Interest and Limit of Liability**:

**Policy A Liquidated Demand.** A fire insurance policy, in case of a total loss by fire of property insured, will be held and considered to be a liquidated demand against the company for the full amount of such policy. This provision will not apply to personal property.

When this Special Provisions – Texas is used with forms **HQ-P02**, **HQ-P03**, **HQ-P04** or **HQ-P06**, the first paragraph and paragraphs **2.a.**, **2.g.** and **2.h.** under **2. Duties After Loss** are replaced by the following:

- 2. Your Duties After Loss.** In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply

with the following duties is prejudicial to us. These duties must be performed either by you, or an "insured" seeking coverage, or a representative of either.

- a.** Give prompt notice to us or our agent. With respect to a loss caused by the peril of windstorm or hail, that notice must occur not later than one year after the date of the loss. However, for loss caused by the peril of windstorm or hail, any such claim may be filed after the first anniversary of the date of the loss for good cause shown by the person filing the claim;
- g.** As often as we reasonably require:
  - (1) Show the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies; and
  - (3) Submit to examination under oath, while not in the presence of another "insured", and sign the same. A parent or guardian may be present during any examination of a minor; and
- h.** Send to us, within 91 days after our request, your signed, sworn proof of loss on a standard form supplied by us. We must request a signed, sworn proof of loss within 15 days after we receive your written notice, or we waive our right to require a proof of loss. Such waiver will not waive our other rights under this policy.
  - (1) This proof of loss will set forth, to the best of your knowledge and belief:
    - (a) The time and cause of loss;
    - (b) The interests of all "insureds" and all others in the property involved and all liens on the property;
    - (c) Other insurance which may cover the loss;
    - (d) Changes in title or occupancy of the property during the term of this policy;
    - (e) Specifications of the damaged buildings and detailed repair estimates;
    - (f) The inventory of damaged personal property described in **2.f.**;
    - (g) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
    - (h) Evidence or affidavit that supports a claim under Property – Additional Coverage **7. Credit Card, Electronic**

- Fund Transfer Card or Access Device, Forgery and Counterfeit Money, stating the amount and cause of loss.
- (2) If you elect to make claim under the Replacement Cost Coverage of this policy, this proof of loss shall also state, to the best of your knowledge and belief:
- (a) The replacement cost of the described dwelling;
  - (b) The replacement cost of any other building on which loss is claimed; or
  - (c) The full cost of repair or replacement of loss without deduction for depreciation.

When this Special Provisions – Texas is used with forms **HQ-P53** or **HQ-P56**, the first paragraph and paragraphs **2.a., 2.f. and 2.g.** under **2. Duties After Loss** are replaced by the following:

- 2. Your Duties After Loss.** In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, or an “insured” seeking coverage, or a representative of either:
- a. Give prompt notice to us or our agent. With respect to a loss caused by the peril of windstorm or hail, that notice must occur not later than one year after the date of the loss. However, for loss caused by the peril of windstorm or hail, any such claim may be filed after the first anniversary of the date of the loss for good cause shown by the person filing the claim;
  - f. As often as we reasonably require:
    - (1) Show the damaged property;
    - (2) Provide us with records and documents we request and permit us to make copies; and
    - (3) Submit to examination under oath, while not in the presence of another “insured”, and sign the same. A parent or guardian may be present during any examination of a minor; and
  - g. Send to us, within 91 days after our request, your signed, sworn proof of loss on a standard form supplied by us. We must request a signed, sworn proof of loss within 15 days after we receive your written notice, or we waive our right to require a proof of loss. Such waiver will not waive our other rights under this policy.

- (1) This proof of loss will set forth, to the best of your knowledge and belief:
  - (a) The time and cause of loss;
  - (b) The interest of all “insureds” and all others in the property involved and all liens on the property;
  - (c) Other insurance which may cover the loss;
  - (d) Changes in title or occupancy of the property during the term of this policy;
  - (e) Specifications of the damaged buildings and detailed repair estimates;
  - (f) The inventory of damaged household furnishings described in **2.e.**; and
  - (g) Receipts for additional living expenses incurred and records that support the fair rental value loss.
- (2) If you elect to make claim under the Replacement Cost Coverage of this policy, this proof of loss shall also state, to the best of your knowledge and belief:
  - (a) The replacement cost of the described dwelling;
  - (b) The replacement cost of any other building on which loss is claimed; or
  - (c) The full cost of repair or replacement of loss without deduction for depreciation.

The following is added under **2. Your Duties After Loss:**

#### **Our Duties After Loss.**

- a. No later than 15 days after we receive your written notice of claim, we must:
  - (1) Acknowledge receipt of the claim.
- If our acknowledgement of the claim is not in writing, we will keep a record of the date, means and content of our acknowledgement;
- (2) Begin any investigation of the claim; and
- (3) Specify the information you must provide in accordance with **2. Your Duties After Loss.**

We may request more information, if during the investigation of the claim such additional information is necessary;

- b. After we receive the information we request, we must notify you in writing whether the

claim will be paid or has been denied or whether more information is needed:

- (1) Within 15 "business days"; or
- (2) Within 30 days if we have reason to believe the loss resulted from arson;
- c. If we do not approve payment of your claim or require more time for processing your claim, we must:
  - (1) Give the reason for denying your claim; or
  - (2) Give the reasons we require more time to process your claim. But we must either approve or deny your claim within 45 days after requesting more time.

When this Special Provisions – Texas is used with forms **HQ-P02** or **HQ-P03**, paragraph **a.** under **3. Loss Settlement** is replaced by the following:

### **3. Loss Settlement.**

- a. Property of the following types:

- (1) Personal property other than jewelry;
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
- (3) Structures that are not buildings; and
- (4) Gravemarkers, including mausoleums; at actual cash value at the time of loss but not more than the amount required to repair or replace; and
- (5) Jewelry at replacement cost at the time of loss without deduction for depreciation.

When this Special Provisions – Texas is used with form **HQ-P04**, **3. Loss Settlement** is replaced by the following:

### **3. Loss Settlement.**

- a. Covered property losses other than jewelry are settled at actual cash value at the time of loss but not more than the amount required to repair or replace.
- b. Jewelry losses are settled at replacement cost at the time of loss without deduction for depreciation.

When this Special Provisions – Texas is used with form **HQ-P06**, paragraph **a.** under **3. Loss Settlement** is replaced by the following:

### **3. Loss Settlement.**

- a. Property of the following types:

(1) Personal property other than jewelry and grave markers, including mausoleums at actual cash value at the time of loss but not more than the amount required to repair or replace; and

(2) Jewelry at replacement cost at the time of loss without deduction for depreciation.

When this Special Provisions – Texas is used with forms **HQ-P02**, **HQ-P03** and **HQ-P53**, **3. Loss Settlement** paragraphs **c.(2)** and **c.(3)** are deleted.

**5. Loss to a Pair or Set** is replaced by the following:

### **5. Loss to a Pair or Set.**

- a. In case of loss to a pair or set other than jewelry, we may elect to:
  - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
  - (2) Pay the difference between actual cash value of the property before and after the loss.
- b. Loss to a jewelry pair or set will be settled at replacement cost at the time of loss without deduction for depreciation.

**6. Loss Payment** is replaced by the following:

### **6. Loss Payment.**

- a. We will adjust all losses with you. We will pay you unless some other person is named in this policy or is legally entitled to receive payment.
- b. If we notify you that we will pay your claim, or part of your claim, we must pay within five "business days" after we notify you. If payment of your claim or part of your claim requires the performance of an act by you, we must pay within five "business days" after the date you perform the act.

**9. Suit Against Us** is replaced by the following:

### **9. Suit Against Us.**

- a. Except as provided in **9.b.**, no suit or legal action can be brought against us unless there has been full compliance with all of the terms under the Property Coverage Section of this policy. Action must be brought against us within two years and one day after the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.
- b. With respect to suits brought in connection with claims for loss caused by the peril of

windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code:

No action can be brought against us unless there has been compliance with all the terms of this policy. The action must be brought before the earlier of the following:

- (1) Two years and one day from the date we accept or reject the claim; or
- (2) Three years and one day from the date of loss that is the subject of the claim.

**12. Mortgage Clause** is replaced by the following (this is not applicable in form **HQ-P04**):

**12. Mortgage Clause (Without Contribution).**

- a. We will pay for any covered loss of or damage to buildings or structures to the mortgagee shown in the Declarations as interests appear.
- b. The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the building structure.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgagee has the right to receive loss payment if the mortgagee:
  - (1) At our request, pays any premium due under this policy, if you have failed to do so;
  - (2) Submits a signed, sworn statement of loss within 91 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any changes in ownership, occupancy or substantial changes in risk known to the mortgagee.

All the terms of this policy will then apply directly to the mortgagee.

Failure of the mortgagee to comply with c. (1), (2) or (3) will void this policy as to the interest of the mortgagee.

- d. If we pay the mortgagee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
  - (1) The mortgagee's rights under the mortgage will be transferred to us to the extent of the amount we pay.
  - (2) The mortgagee's right to recover the full amount of the mortgagee's claim will not be impaired.

At our option, we may pay the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- e. If this policy is cancelled, we will give the mortgagee specifically named in the Declarations written notice of cancellation.

If we cancel the policy, we will give the mortgagee the same number of days' notice of cancellation we give to you.

If you cancel the policy, we will give the mortgagee notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10<sup>th</sup> day after the date we mail the notice.

We will not give notice of cancellation to any successor or assignee of the mortgagee named in the policy.

- f. If the property described under **PROPERTY COVERAGE SECTION, PROPERTY COVERAGE A – DWELLING** or **PROPERTY COVERAGE B – OTHER STRUCTURES** is foreclosed upon under the deed of trust, the mortgagee may cancel this policy of insurance and will be entitled to any unearned premium from this policy.

The mortgagee must credit any unearned premium against any deficiency owed by the borrower and return any unearned premium not so credited to the borrower. The unearned premium will be figured using the customary pro rata procedures.

- g. If we elect not to renew this policy, the mortgagee specifically named in the Declarations will be given 60 days' written notice of the nonrenewal.

**17. Concealment or Fraud** is deleted (this is Property – Condition 16. in form **HQ-P04**).

The following is added under **PROPERTY – CONDITIONS**:

**Residential Community Property Clause.** It is understood and agreed that this policy, subject to all other terms and conditions contained in this policy, when covering residential community property, as defined by state law, shall remain in full force and effect as to the interest of each spouse covered, irrespective of divorce or change of ownership between the spouses unless excluded by endorsement attached to this policy until the expiration of the policy or until

canceled in accordance with the terms and conditions of this policy.

**Catastrophe Claims.** If a claim results from a weather-related catastrophe or a major natural disaster, as defined by the Texas Department of Insurance, each claim handling deadline shown in **2. Your Duties After Loss** and **6. Loss Payment** is extended for an additional 15 days.

## LIABILITY COVERAGE SECTION

### LIABILITY – EXCLUSIONS

When this Special Provisions – Texas is used with form **HQ-L77, A. Liability Coverage E – Personal Liability and Coverage F – Medical Payments to Others**, and when this Special Provisions – Texas is used with form **HQ-L88, A. Liability Coverage E – Premises Liability and Coverage F – Medical Payments to Others**, paragraphs **3.** and **5.** are replaced by the following:

- 3.** “Bodily injury” or “property damage” arising out of the transmission of sickness or disease by an “insured” through sexual contact.
- 5.** “Bodily injury” or “property damage” which is expected or intended by an “insured”.

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force by an “insured” to protect persons or property.

When this Special Provisions – Texas is used with form **HQ-L77, A. Liability Coverage E – Personal Liability and Coverage F – Medical Payments to Others**, and with form **HQ-L88, A. Liability Coverage E – Premises Liability and Coverage F – Medical Payments to Others**, paragraph **16.** is replaced by the following:

- 16.** “Bodily injury” or “property damage” arising out of sexual molestation, corporal punishment or physical or mental abuse.

For purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

### LIABILITY – CONDITIONS

- 3. Duties After “Occurrence”, paragraph e.** is replaced by the following:
  - 3. Duties After “Occurrence”.**
    - e.** With respect to Liability – Additional Coverage **3. Damage to Property of Others**, submit to us within 91 days after the loss, a sworn statement of loss and show the damaged property, if in an “insured’s” control;

**4. Duties of an Injured Person – Liability Coverage F – Medical Payments to Others.** is replaced by the following:

**4. Duties of an Injured Person – Liability Coverage F – Medical Payments to Others.**

a. The injured person or someone acting for the injured person will:

(1) Give us written proof of claim, under oath if required, as soon as is practical. A parent or guardian may be present during any examination under oath of a minor; and

(2) Authorize us to obtain copies of medical reports and records.

b. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**10. Concealment or Fraud** is deleted.

The following is added under **LIABILITY – CONDITIONS:**

#### Notice of Settlement of Liability Claim.

- a. We will notify the “insured” in writing of any initial offer to compromise or settle a claim against the “insured” under the **LIABILITY COVERAGE SECTION** of this policy. We will give the “insured” notice within 10 days after the date the offer is made.
- b. We will notify the “insured” in writing of any settlement of a claim against the “insured” under the **LIABILITY COVERAGE SECTION** of this policy. We will give the “insured” notice within 30 days after the date of the settlement.

All other provisions of this policy apply.

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## WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

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**This Endorsement Changes The Policy. Please Read It Carefully.**

**PROPERTY COVERAGE SECTION**

**PROPERTY – CONDITIONS**

The following deductible is added under **4. Loss Deductible**:

**4. Loss Deductible.**

**Windstorm or Hail Percentage Deductible.**

The Windstorm or Hail Percentage Deductible shown in the Declarations replaces any other deductible provision in this policy with respect to loss caused directly or indirectly by the peril of windstorm or hail.

We will pay only that part of the total of all loss payable, for any one loss, under the Property Coverage Section of this policy that exceeds the Windstorm or Hail Percentage Deductible shown in the Declarations.

The dollar amount of the Windstorm or Hail Deductible is determined by multiplying the Property Coverage A Limit of Liability shown in the Declarations by the Windstorm or Hail Percentage Deductible amount shown in the Declarations.

No other deductible applies to loss or damage caused by windstorm or hail.

All other provisions of this policy apply.



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## ADDITIONAL REPLACEMENT COST PROTECTION COVERAGE

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**This Endorsement Changes The Policy. Please Read It Carefully.**

(Applies only when loss to the dwelling exceeds the Property Coverage A Limit of Liability shown in the Declarations)

### **PROPERTY COVERAGE SECTION**

#### **PROPERTY – CONDITIONS**

If Functional Replacement Cost Loss Settlement form **HQ-825** is part of this policy, the defined term "functional replacement cost" replaces any reference to replacement cost in this Additional Replacement Cost Protection Coverage.

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

**A. If you have:**

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

the provisions of this Additional Replacement Cost Protection Coverage will apply after a loss, provided you repair or replace the damaged dwelling.

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

1. We will provide an additional amount of insurance up to the percentage of Property Coverage A shown in the Declarations; and
2. The following replaces **3. Loss Settlement**, paragraph **b**. However, if Roof Systems Payment Schedule Windstorm or Hail Losses form **HQ-646** is part of this policy, this change does not apply to loss or damage by the peril of windstorm or hail to which the Roof Systems Payment Schedule Windstorm or Hail Losses form **HQ-646** applies:
  - b. The dwelling covered under Property Coverage A at replacement cost without

deduction for depreciation, subject to the following:

- (1) We will pay the replacement cost without deduction for depreciation, but not more than the least of the following amounts:
  - (a) The limit of liability under this policy that applies to the dwelling covered under Property Coverage A, plus any additional amount of insurance provided under **B.1.** of the Additional Replacement Cost Protection Coverage form **HQ-420**;
  - (b) The replacement cost of that part of the dwelling damaged with materials of like kind and quality and for like use (or, if Functional Replacement Cost Loss Settlement form **HQ-825** is part of this policy, functionally equivalent materials and methods as defined in that endorsement); or
  - (c) The necessary amount actually spent to repair or replace the damaged dwelling.

If the dwelling is rebuilt at a new premises, the cost described in **b.(1)(b)** is limited to the cost which would have been incurred if the dwelling had been built at the original premises.

- (2) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- (3) You may disregard **Property – Condition 3. Loss Settlement b.** and make claim under this policy for loss to the dwelling on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this **Property – Condition 3. Loss Settlement**, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged dwelling.

All other provisions of this policy apply.



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## FOUNDATION COVERAGE

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**This Endorsement Changes The Policy. Please Read It Carefully.**

### **PROPERTY COVERAGE SECTION**

#### **PROPERTY – PERILS INSURED AGAINST**

(In form **HQ-P02** only)

For purposes of this Foundation Additional Coverage only, **12. Accidental Discharge or Overflow of Water or Steam** is replaced by the following:

#### **12. Accidental Discharge or Overflow of Water or Steam.**

a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance, if the accidental discharge or overflow of water or steam originates from within a system or appliance:

- (1) On the “residence premises”; or
- (2) Off the “residence premises”, if located on a premises adjacent to the “residence premises”.

This includes the cost to tear out and replace any part of the building, or other structure, on the “residence premises”, but only when necessary to repair the system or appliance from which the water or steam escaped.

b. This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
- (3) Caused by accidental discharge or overflow of water or steam from within a storm drain whether located on or off the “residence premises”;
- (4) Caused by accidental discharge or overflow of water or steam from within a steam or sewer pipe located off the “residence premises”;
- (5) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, that occurs over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance, except as

specifically provided by this Foundation Coverage;

(6) On the “residence premises”, if the dwelling has been “vacant” for more than 60 consecutive days immediately before the loss;

(7) To a slab or foundation, except as specifically provided by this Foundation Coverage; or

(8) Caused by accidental discharge or overflow of water, water borne material or steam from within a plumbing, heating or air conditioning system or household appliance that is either below the surface of the ground or is within or below the slab or foundation of the dwelling, except as specifically provided by this Foundation Coverage.

c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or any other system designed to remove surface or subsurface water, roof drain, gutter, downspout or similar fixtures or equipment.

d. Property – Exclusion **3. Water**, paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril unless caused directly or indirectly by flood.

#### **PERILS INSURED AGAINST**

#### **PROPERTY COVERAGE A – DWELLING PROPERTY COVERAGE B – OTHER STRUCTURES**

(In form **HQ-P03** only)

For purposes of this Foundation Additional Coverage only, **2.c.(6)(a)** is replaced by the following:

- (a) Wear and tear, marring or scratching;

For purposes of this Foundation Additional Coverage only, **2.c.(6)(f)** is replaced by the following:

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings except as specifically provided by this Foundation Coverage;

**PROPERTY – ADDITIONAL COVERAGES**

The following additional coverage is added under Property – Additional Coverages in forms **HQ-P02** and **HQ-P03**:

**Foundation Coverage.**

- a. We cover settling, cracking, shrinking, bulging or expansion of the foundation, floor slab or footings that support the dwelling caused by seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system.

This coverage includes the cost of tearing out and replacing any part of the building necessary to repair the system from which the leakage or seepage occurred.

- b. We do not cover loss to the system from which the water or steam escaped.
- c. Our limit of liability for this coverage will not exceed an amount equal to 15% of the Property Coverage A limit applicable on the date of loss or \$25,000, whichever is less. This is the most we will pay for the total of all loss or costs per policy period regardless of the number of losses or claims made.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

**PROPERTY – EXCLUSIONS**

For purposes of this Foundation Additional Coverage only, **12. Seepage or Leakage** in form **HQ-P02** and **A.12. Seepage or Leakage** in form **HQ-P03** is replaced by the following:

- 12. Seepage or Leakage**, meaning constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance, except as specifically provided by this Foundation Coverage.

For purposes of this Foundation Additional Coverage only, **Settling, Cracking, Bulging, Shrinkage or Expansion of Specific Property** in Special Provisions – Texas form **HQ-300 TX**, is replaced by the following:

- Settling, Cracking, Bulging, Shrinkage or Expansion of Specific Property**, meaning any loss arising out of, caused by, consisting of or related to settling, cracking, bulging, shrinkage or expansion of foundations, walls, floors, ceiling, roof structures, walks, drives, curbs, fences, retaining walls or swimming pools, regardless of whether such loss ensues from any loss, including a loss involving water or water damage which is covered under this policy, except as specifically provided by this Foundation Coverage. However, settling, cracking, bulging, shrinkage, or expansion as a direct result of collapse of a building is covered.

All other provisions of this policy apply.

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## ADDITIONAL BENEFITS

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**This Endorsement Changes The Policy. Please Read It Carefully.**

### POLICY CONDITIONS

For purposes of this Additional Benefits only, the following policy condition is added:

**Additional Benefits.** From time to time we may provide you or allow others to provide you, or another person insured under this policy with:

- a. Goods and services, devices, equipment, memberships, merchandise, points, rewards, gift cards, redemption codes, coupons, vouchers, airline miles, special offers, classes, seminars, other program benefits or other items of value; or
- b. Make charitable contributions, donations or gifts on your behalf.

These Additional Benefits may be provided in any form. If one or more of our benefit programs

apply, you or another person insured under this policy may be eligible to receive benefits specific to that program depending on the terms of the program and Additional Benefit provided.

You are under no obligation to pursue any of these Additional Benefits.

We do not warrant the merchantability, fitness or quality of any goods or services provided under this endorsement or assume any additional obligation related to any Additional Benefits provided.

We have the right to modify or discontinue benefits provided under this endorsement without notice to you.

All other provisions of this policy apply.



## **IMPORTANT INFORMATION ABOUT FLOOD DAMAGE**

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Flood Insurance: You may also need to consider the purchase of flood insurance. Your insurance policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase separate flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).



## Deductibles: Things You Should Know

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### What is a deductible?

The amount of a covered claim that is your responsibility.

### How is a deductible applied to a covered claim?

If you have a loss or damage, the amount that exceeds the applicable deductible will be paid, up to the coverage limit that applies. If the amount of your loss or damage is less than any applicable deductible no payment will be made.

### Can my policy have more than one deductible that applies to a covered claim?

Yes, your policy may have different deductibles that apply to different kinds of losses. For most types of losses the Property Coverage Deductible, also called the All Other Perils Deductible, will apply when you have a loss or damage. Your policy may also include other deductibles that will apply if you have a loss or damage from certain types of loss or from specific perils such as earthquakes, hurricanes, windstorm or hail.

### Your policy deductibles are:

Property Coverage Deductible (All Other Perils)	\$4,710
Windstorm or Hail Deductible    2% Coverage A Dwelling Limit	\$9,420

If more than one deductible applies, you will only be responsible for the largest deductible amount.

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### Examples of how deductibles work *(for illustrative purposes only)*

#### Example\*

- Your Coverage A - Dwelling limit is \$100,000
- Your All Other Peril Deductible is \$1,000
- Your specific peril deductible (i.e. Hurricane Deductible) is 2% of your Coverage A - Dwelling limit (.02 x \$100,000 = \$2,000)

Scenario 1 <i>fire loss</i>	
Covered damage to your dwelling	\$2,500
Covered damage to personal property	\$500
Total covered damage	\$3,000
Deductible amount	\$1,000
Amount insurance would pay	\$2,000

Scenario 2 <i>hurricane loss (percentage deductible)</i>	
Covered damage to your dwelling	\$2,500
Covered damage to personal property	\$500
Total covered damage	\$3,000
Hurricane Deductible (2% of Coverage A)	\$2,000
Amount insurance would pay	\$1,000

Scenario 3 <i>loss below your deductible</i>	
Covered damage to dwelling	\$500
Covered damage to personal property	\$250
Total covered damage	\$750
Deductible amount	\$1,000
Amount insurance would pay	\$0

\* Your policy's coverage limits and the dollar amount of your deductible(s) may be higher or lower than the amounts shown in these examples. Please refer to your Policy Declarations for your policy's actual deductible(s) amounts.

This is not a policy document and does not change any provisions of your policy. There are exclusions, limitations and conditions that apply to each coverage. If there is any conflict between your policy and this information, the provisions of your policy will apply.

## **Specific Peril Deductibles: Additional Important Information**

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Specific peril deductibles may be a set dollar amount or may be a percentage of a policy coverage limit. A percentage deductible is determined by multiplying a policy coverage limit such as Coverage A - Dwelling by the percentage amount shown in your Policy Declarations.

### **Windstorm or Hail Deductible**

Your policy insures against the peril of windstorm or hail. Your Windstorm or Hail Deductible will apply to the total of the loss payable under the Property Coverage Section of your policy. This deductible will replace any other deductible when covered loss or damage is caused directly or indirectly by windstorm or hail.

#### **What is my Windstorm or Hail Deductible?**

Your Windstorm or Hail Deductible is 2% of the Coverage A - Dwelling limit which is \$9,420. The dollar amount of the Windstorm or Hail Deductible is determined by multiplying the Coverage A - Dwelling limit shown in your Policy Declarations by the Windstorm or Hail Deductible percentage amount shown in your Policy Declarations.

See your Policy Declarations and Windstorm or Hail Deductible endorsement for further details. If your coverage limit(s) changes, your Windstorm or Hail Deductible may also change.

**Please read your Policy carefully. If you have any questions, please contact your agent or a Travelers insurance representative.**

**This is not a policy document and does not change any provisions of your policy. There are exclusions, limitations and conditions that apply to each coverage. If there is any conflict between your policy and this information, the provisions of your policy will apply.**

## USE OF CREDIT INFORMATION DISCLOSURE

**Insurer's Name:**

TRAVELERS PERSONAL INSURANCE COMPANY

**Address**

Insurance Score Resource Center

PO Box 64115

St. Paul, MN 55164-9955

**Telephone Number** (toll free if available)

1.800.550.7717

We   **will not** (choose one) obtain and use credit information on you or any other resident relatives of your household as a part of the insurance credit scoring process.

If you have questions regarding this disclosure, contact the insurer at the above address or phone number. For information or other questions, contact the Texas Department of Insurance at 1.800.252.3439 or P.O. Box 149091, MC 104-1A, Austin, Texas 78714.

Section 559.053, of the Texas Insurance Code requires an insurer or its agents to disclose to its customers whether credit information will be obtained on the applicant or insured or on any other resident relatives of the applicant's or insured's household and used as part of the insurance credit scoring process.

If credit information is obtained or used on the applicant or insured, or on any resident relative of the applicant's or insured's household, the insurer shall disclose to the applicant the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. An insurer may provide this information with this disclosure or in a separate notice.

Adverse effect means an action taken by an insurer in connection with the underwriting of insurance for a consumer that results in the denial of coverage, the cancellation or nonrenewal of coverage, or the offer to and acceptance by a consumer of a policy form, premium rate, or deductible other than the policy form, premium rate, or deductible for which the consumer specifically applied.

Credit information is any credit related information derived from a credit report itself, or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute a credit score.

Credit score or insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer.

### PROHIBITED USE OF CREDIT INFORMATION.

An insurer may not:

1. use a credit score that is computed using factors that constitute unfair discrimination;
2. deny, cancel, or nonrenew a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or
3. take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

An insurer may not consider an absence of credit information or an inability to determine credit information for an applicant for insurance coverage or insured as a factor in underwriting or rating an insurance policy unless the insurer:

1. has statistical, actuarial, or reasonable underwriting information that: (A) is reasonably related to actual or anticipated loss experience; and (B) shows that the absence of credit information could result in actual or anticipated loss differences;
2. treats the consumer as if the applicant for insurance coverage or insured had neutral credit information, as defined by the insurer; or
3. excludes the use of credit information as a factor in underwriting and uses only other underwriting criteria.

### **NEGATIVE FACTORS.**

An insurer may not use any of the following as a negative factor in any credit scoring methodology or in reviewing credit information to underwrite or rate a policy of personal insurance:

1. a credit inquiry that is not initiated by the consumer;
2. an inquiry relating to insurance coverage, if so identified on a consumer's credit report; or
3. a collection account with a medical industry code, if so identified on the consumer's credit report.

Multiple lender inquiries made within 30 days of a prior inquiry, if coded by the consumer reporting agency on the consumer's credit report as from the home mortgage or motor vehicle lending industry, shall be considered by an insurer as only one inquiry.

### **EFFECT OF EXTRAORDINARY EVENTS.**

An insurer shall, on written request from an applicant for insurance coverage or an insured, provide reasonable exceptions to the insurer's rates, rating classifications, or underwriting rules for a consumer whose credit information has been directly influenced by a catastrophic illness or injury, by the death of a spouse, child, or parent, by temporary loss of employment, by divorce, or by identity theft. In such a case, the insurer may consider only credit information not affected by the event or shall assign a neutral credit score.

An insurer may require reasonable written and independently verifiable documentation of the event and the effect of the event on the person's credit before granting an exception. An insurer is not required to consider repeated events or events the insurer reconsidered previously as an extraordinary event.

An insurer may also consider granting an exception to an applicant for insurance coverage or an insured for an extraordinary event not listed in this section. An insurer is not out of compliance with any law or rule relating to underwriting, rating, or rate filing as a result of granting an exception under this article.

### **NOTICE OF ACTION RESULTING IN ADVERSE EFFECT.**

If an insurer takes an action resulting in an adverse effect with respect to an applicant for insurance coverage or insured based in whole or in part on information contained in a credit report, the insurer must provide to the applicant or insured within 30 days certain information regarding how an applicant or insured may verify and dispute information contained in a credit report.

### **DISPUTE RESOLUTION; ERROR CORRECTION.**

If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended, that the credit information of a current insured was inaccurate or incomplete or could not be verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

After re-underwriting or re-rating the insured, the insurer shall make any adjustments necessary within 30 days, consistent with the insurer's underwriting and rating guidelines. If an insurer determines that the insured has overpaid premium, the insurer shall credit the amount of overpayment. The insurer shall compute the overpayment back to the shorter of the last 12 months of coverage; or the actual policy period.

# **CONSUMER BILL OF RIGHTS**

## **Homeowners, Dwelling, and Renters Insurance**

### **What is the Bill of Rights?**

It is a basic outline of important rights you have under Texas law. Insurance companies must give you this Bill of Rights with your policy. It is important to read and understand your policy.

### **The Bill of Rights is not:**

- A complete list of all your rights,
- Part of your policy, or
- A list of everything that you are responsible for.

### **Questions about these rights?**

- If you are not sure about anything in your policy, ask your agent or insurance company.
- If you have questions or a complaint, contact the Texas Department of Insurance (TDI) at:

**Call with a question:** 1-800-252-3439

**Email with a question:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**File a complaint through the website:**

[www.tdi.texas.gov//consumer/get-help-with-an-insurance-complaint.html](http://www.tdi.texas.gov//consumer/get-help-with-an-insurance-complaint.html)

**File a complaint by mail:** Consumer Protection MC 111-1A

P.O. Box 12030  
Austin, TX 78711-2030

- To learn more about insurance, visit [www.opic.texas.gov](http://www.opic.texas.gov) or call the Office of Public Insurance Counsel (OPIC) at 1-877-611-6742.

**AVISO:** Este documento es un resumen de sus derechos como asegurado. Tiene derecho a llamar a su compañía de seguros y obtener una copia de estos derechos en español. Además, puede ser que su compañía de seguros tenga disponible una versión de su póliza en español.

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## **Where to Get Information**

1. **Your insurance company.** When you get a copy of your policy you will also get an “Important Notice” from the company. The notice explains how to contact your company and how to file a complaint. You may request a complete copy of your policy from your company at any time.
2. **Your declarations page.** The declarations page, also called the “dec page,” shows: (a) the name and address of your insurance company, (b) the location of the insured property, (c) the dates your policy is in effect, and (d) the amounts and types of coverage.

Your company must list the exact dollar amount of each deductible in your policy. The declarations page, or a separate page, must also list any part of your policy that changes any deductible amount.
3. **The Texas Department of Insurance (TDI).** You have the right to call TDI for free at 1-800-252-3439 for information and help with a complaint against an insurer. You can also find information on the TDI website at [www.tdi.texas.gov](http://www.tdi.texas.gov).
4. **Resources for shopping for insurance.** The Office of Public Insurance Counsel (OPIC) and TDI developed [www.HelpInsure.com](http://www.HelpInsure.com) to help you compare rates and coverages for different insurance companies. OPIC also has an online tool to help you compare policies. You can find this policy comparison tool at [www.opic.texas.gov](http://www.opic.texas.gov).

## **What You Should Know When You File a Claim**

5. **Deadlines for processing claims and payments.** You should file your claim with your insurance company as soon as possible. When you file a claim on your own policy, the insurance company must meet these deadlines:
  - **Within 15 days after you file a claim:** The company must let you know they received your claim. The company must also start their investigation and ask you for any other information they need.
  - **Within 15 business days after they get all the information they need:** The company must approve or deny your claim in writing. They can extend this deadline up to **45 days** from the date they: (a) let you know they need more time and (b) tell you why.
  - **Within 5 business days after they let you know your claim is approved:** The company must pay the claim.

Note: TDI can extend these deadlines by 15 more days if there is a weather-related catastrophe.

If your company fails to meet these deadlines, you may be able to collect the claim amount, interest, and attorney’s fees.

6. **Written explanation of claim denial.** Your insurance company must tell you in writing why your claim or part of your claim was denied.
7. **Reasonable investigation.** Your insurance company cannot refuse to pay your claim without a reasonable investigation of the claim. You should keep records of all claim communications (including notes from phone calls) and other claim documentation (including damage estimates and receipts).
8. **Information not required for processing your claim.** Your insurance company can only ask for information reasonably needed for their claim investigation. However, they cannot ask for your federal income tax returns unless: (a) they get a court order or (b) your claim involves a fire loss, loss of profits, or lost income.
9. **Release of claim payments from lenders.** Often an insurance company will make a claim payment to you and your lender. If your lender gets the payment:
  - **No later than 10 days after receiving it they must:** (a) notify you and (b) tell you what you must do so the money can be released.

- **No later than 10 days after you ask for the money, they must:** (a) send the money to you, or (b) tell you how to get the money released.

If your lender does not: (a) provide the notices mentioned above or (b) pay the money after all the requirements have been met, the lender must pay you interest on the money.

- 10. Notice of liability claim settlement.** Liability means you are responsible for other people's injuries or damage to their property. Your insurance company must let you know in writing:

- About the first offer to settle a claim against you within **10 days** after the offer is made.
- About any claim settled against you within **30 days** after the date of the settlement.

## **Who to Contact for Claim Disagreements**

- 11. Claim disagreements.** You can dispute the amount of your claim payment or what is covered under your policy. You can:

- Contact your insurance company.
- Contact an attorney to advise you of your rights under the law. The State Bar of Texas can help you find an attorney.
- Pay a licensed public adjuster to review the damage and handle the claim.
- File a complaint with TDI.

## **What You Should Know about Renewal, Cancellation and Nonrenewal**

**Renewal** means that your insurance company is extending your policy for another term. **Cancellation** means that, **before the end of the policy period**, the insurance company:

- Terminates the policy;
- Gives you less coverage or limits your coverage; or
- Refuses to give additional coverage that you are entitled to under the policy.

“**Refusal to renew**” and “**nonrenewal**” are terms that mean your coverage ends **at the end of the policy period**. The policy period is shown on the declarations page of your policy.

- 12. Notice of premium increase.** If your insurance company plans to increase your premium by 10 percent or more on renewal, your company must send you notice of the rate increase at least **30 days** before your renewal date.

- 13. Insurance company cancellation of homeowners policies.** If your homeowners policy has been in effect for **60 days or more**, your company can only cancel your policy if:

- You don't pay your premium when it is due;
- You file a fraudulent claim;
- There is an increase in the risk covered by the policy that is: (a) within your control and (b) would make your premium go up; or
- TDI decides that keeping the policy violates the law.

If your policy has been in effect for **less than 60 days**, your company can only cancel your policy if:

- One of the reasons listed above applies;
- They reject a required inspection report within **10 days** after getting the report. The report must be done by a licensed or authorized inspector and cannot be more than 90 days old; or

- They find something that creates an increase in risk that you did not include in your application and is not related to a prior claim.
- 14. Insurance company cancellation of other residential property policies.** After your policy has been in effect for **90 days**, your company can only cancel your policy if:
- You don't pay your premium when it is due;
  - You file a fraudulent claim;
  - There is an increase in the risk covered by the policy that is: (a) within your control and (b) would make your premium go up; or
  - TDI decides that keeping the policy violates the law.
- 15. Notice of cancellation.** If your insurance company cancels your policy, they must let you know by mail at least **10 days** before the effective date of the cancellation. Check your policy because your company may give you more than 10 days' notice.
- 16. Your right to cancel.** You can cancel your policy at any time and get a refund of the unused premium.
- 17. Refund of premium.** If you or your insurance company cancel your policy, the company must refund any unused premium within 15 business days from:
- the date the company receives notice of the cancellation or
  - the date of cancellation, whichever is later.
- You must let your company know you want the refund sent to you. If not, they may refund the remaining premium by giving you a premium credit on the same policy.
- 18. Limits on using claims history for nonrenewal.** Your insurance company cannot refuse to renew your policy based on claims for damage from natural causes, including weather-related damage; or claims that are filed but not paid or payable under the policy.
- Appliance-related water damage claims.** Your insurance company cannot refuse to renew your policy based on an appliance-related water damage claim if:
- The damage has been properly repaired or remediated; and
  - The repair or remediation was inspected and certified.
- However, your insurance company may refuse to renew your policy based on appliance-related water damage claims if:**
- Three or more claims were filed and paid (including a claim filed by a prior owner on your property); or
  - You: (a) file 2 claims within a three-year period; and (b) after the second claim, your company gives you written notice that filing a third appliance-related claim could result in your policy not being renewed; and
  - You file a third claim.
- Claims other than appliance-related water damage claims.** Your insurance company cannot refuse to renew your policy based on other claims unless:
- You: (a) file 2 claims within a three-year period; and (b) after the second claim, your company gives you written notice that filing a third claim could result in your policy not being renewed; and
  - You file a third claim.
- 19. Limits on using claims history to increase premium.** Your insurance company cannot increase your premium based on claims for damage from natural causes, including weather-related damage; or claims that are filed but not paid or payable under your policy.

**Appliance-related water damage claims.** Your company cannot increase your premium based on a prior appliance-related water damage claim if:

- The damage has been properly repaired or remediated; and
- The repair or remediation was inspected and certified.

**However, your insurance company may increase your premium based on prior appliance-related water damage claims if:**

- Three or more claims were filed and paid (including a claim filed by a prior owner on your property)

**Claims other than appliance-related water damage claims.** Your insurance company cannot increase your premium based on other claims unless:

- You file 2 or more claims within a three-year period.

**20. Right to ask questions.** You can ask your insurance company a question about your policy. They cannot use your questions to deny, nonrenew, or cancel your coverage. Your questions also cannot be used to determine your premium.

For example, you may ask:

- General questions about your policy;
- Questions about the company's claims filing process; and
- Questions about whether the policy will cover a loss, unless the question is about damage: (a) that occurred and (b) that results in an investigation or claim.

**21. Limit on using credit information to nonrenew your policy.** An insurance company cannot refuse to renew your policy solely because of your credit.

**22. Protections from discrimination.** An insurance company cannot refuse to insure you; limit the coverage you buy; refuse to renew your policy; or charge you a different rate based on your race, color, creed, country of origin, or religion.

**23. Protection for low-value property.** An insurance company cannot refuse to renew your policy because the property value is low.

**24. Protection for older houses.** An insurance company cannot refuse to renew your policy based on the age of your property. However, they can refuse to renew your policy based on the condition of your property, including your plumbing, heating, air conditioning, wiring, or roof.

**25. Notice of nonrenewal.** Your insurance company must send you a notice that they are not renewing your policy. They must let you know at least **30 days** before your policy expires, or you can require them to renew your policy.

**26. Notice of a “material change” to your policy.** If your insurance company does not want to cancel or nonrenew your policy, but wants to make certain material changes, then they must explain the changes in writing at least **30 days** before the renewal date. Material changes include:

- Giving you less coverage;
- Changing a condition of coverage; or
- Changing what you are required to do.

Instead of a notice of “material change” a company may choose to not renew your existing policy. If so, the company has to send a nonrenewal letter, but may still offer you a different policy.

Note: A company cannot reduce coverage during the policy period unless you ask for the change. If you ask for the change, the company does not have to send you a notice.

27. **Written explanation of cancellation or nonrenewal.** You can ask your insurance company to tell you in writing the reasons for their decision to cancel or not renew your policy. The company must explain in detail why they cancelled or nonrenewed your policy.



## **Where you can get information or make a complaint**

If you have a question or a problem with a claim or your premium, contact your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.

### **Travelers**

To get information or file a complaint with your insurance company:

**Call: Consumer Affairs at 1.860.954.2382**

**Toll-free: 1.866.894.0687**

Online: [www.Travelers.com](http://www.Travelers.com)

Email: [complaints@travelers.com](mailto:complaints@travelers.com)

Mail: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

### **The Texas Department of Insurance**

To get help with an insurance question, learn about your rights, or file a complaint with the state:

**Call: 1.800.252.3439**

Online: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

### **To compare policies and prices**

Visit **HelpInsure.com** to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

## **Donde puede obtener información o presentar una queja**

Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).

### **Travelers**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: Consumer Affairs a 1.860.954.2382**

**Teléfono gratuito: 1.866.894.0687**

En línea: [www.Travelers.com](http://www.Travelers.com)

Correo electrónico: [complaints@travelers.com](mailto:complaints@travelers.com)

Dirección postal: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

**Llame: 1.800.252.3439**

En línea: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

### **Para comparar pólizas y precios**

Visite **HelpInsure.com** para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).



## **Time Periods for Reporting Losses Caused by Windstorm or Hail and Filing Suits Against Us.**

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Your Homeowners policy requires that all windstorm or hail losses be reported to us within one year from the date the loss occurred. However, for loss caused by the peril of windstorm or hail, written notice of any such claim may be filed after the first anniversary of the date of the loss for good cause shown by the person filing the claim. Prompt notice is still required for all other losses.

Your Homeowners policy also requires that you file all suits against us within two years and one day from the date the cause of action accrues. However, with respect to suits brought in connection with claims for loss caused by the peril of windstorm or hail within the catastrophe area, as defined by the Texas Insurance code, no suit can be brought against us unless it is either started within two years and one day from the date we accept or reject the claim, or it is started within three years and one day from the date of loss that is the subject of the claim, whichever is earlier.

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This brief summary does not change any provisions of the actual policy. There are exclusions, limitations and conditions that apply to each coverage. If there is any conflict between the policy and this summary, the provisions of the policy will apply.



# PRIVACY NOTICE

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## Privacy Statement for Individual U.S. Personal Insurance Consumers

Your privacy is important to us. When we quote or sell an insurance policy to a person, we get information about the people and property that we're insuring. This Privacy Notice describes the types of information about you ("personal information") we collect, where we get it, and how we use, share and protect it. It applies to current and former Travelers personal insurance customers in the United States.

A few key points include:

- We collect personal information from you, your agent, and from third parties
- We will not share your personal information with others for their marketing purposes without your permission
- We maintain safeguards designed to help prevent unauthorized use, access and disclosure of personal information

<b>What type of information do we collect?</b>	<p>You give us most of what we need in the application process. To make sure what we have is correct, or to obtain additional information, we may need to check back with you. For example, you may be asked to give us more details in writing, via e-mail or over the phone. In addition, we may obtain other information, including but not limited to the following:</p> <ul style="list-style-type: none"><li>• Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.</li><li>• Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.</li><li>• Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.</li><li>• Information from government agencies or independent reporting companies.</li><li>• Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).</li><li>• In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.</li></ul>
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<b>How do we use your personal information?</b>	<p>We use the personal information we collect to sell, underwrite and rate, service and administer insurance; to handle claims; to create and market products and services; to prevent and detect fraud; to satisfy legal or regulatory requirements; and for other business purposes and as otherwise allowed by law.</p> <p>Once you're insured with us, we will retain details about your policy(ies). This may include, among other things, bill payment, transaction or claim history and details, as well as other information.</p> <p>When you give us a telephone number, you consent to being contacted at that number, including if the number is for a cell phone or other wireless device. We may contact you in person, by recorded message, by the use of automated dialing equipment, by text (SMS) message, or by any other means your device is capable of receiving, to the extent permitted by law and for reasonable business purposes, including to service your policy or alert you to other relevant information.</p>
<b>How do we share your personal information?</b>	<p>We do not give or sell your personal information to nonaffiliated third parties for their own marketing purposes without your prior consent.</p> <p>We may give the personal information we collect to others to help us conduct, manage or service our business. When we do, we require them to use it only for the reasons we gave it to them. We may give, without your past permission and to the extent permitted by law, personal information about you to certain persons or organizations such as: your agent or insurance representative; our affiliated property and casualty insurance companies; independent claim adjusters or investigators; persons or organizations that conduct research; insurance support organizations (including consumer reporting agencies); third party service providers; another insurer; law enforcement; state insurance departments or other governmental or regulatory agencies; or as otherwise required or permitted by law. Information we share with insurance support organizations, such as your claims history, may be retained by them and disclosed to others.</p> <p>We may also share your personal information: to comply with legal process; to address suspected fraud or other illegal activities; or to protect our rights, privacy, safety or property, and/or that of you or others.</p>
<b>How do we protect your personal information?</b>	<p>We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.</p>

<b>How can I review and correct the personal information you have about me?</b>	<p>If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.</p> <p>You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, let us know in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments.</p> <p>For questions about the right of access or correction to your information, please write to: Travelers, One Tower Square, Hartford, CT 06183, Attn: Privacy Office.</p>
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This notice is given by The Travelers Indemnity Company and its personal insurance property casualty affiliates. This notice may be amended at any time. The most current version will be posted on Travelers.com. A statement concerning our use of Insurance Score is available on request for Oregon residents.

Last revised December 2016



## **Important Notice about Consumer Reporting**

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Thank you for trusting us with your insurance. We are committed to providing you excellent service at a competitive price. A lot of information is used to determine your price, including information about your credit history(ies). We are required to tell you that based on the information we received, you did not receive our best rating classification. Your price is competitive and accurate based on your unique characteristics. Please refer to the reverse side of this page for the details from your credit history affecting your price.

The consumer reporting agency(ies) that provided information about you:

Insurance Score (Credit History) Information:

TransUnion National Disclosure Center

P.O. Box 1000

Chester, PA 19022

Telephone: 1.800.645.1938

Web Address: [www.transunion.com](http://www.transunion.com)

**Remember:**

- You have the right to a free copy of the consumer report(s) listed above. Simply contact the agency(ies) listed above within 60 days of receipt of this notice.
- You have the right to dispute the accuracy or completeness of any information in a consumer report. Simply contact the agency to discuss or dispute any information in the report.
- The consumer reporting agency(ies) did not make the pricing determination and cannot answer questions regarding your Travelers policy.
- Notify us if your information changes. We will reevaluate your situation, which could save you money.

The information from your credit report is used to create an insurance score. Your insurance score was impacted by:

- \* Number of open revolving accounts.
- \* Number of occurrences of Bank Revolving accounts known revolving.
- \* Total Credit Limit change on revolving accounts.

To learn more about how your credit relates to your insurance policy please contact our Insurance Score Resource Center at 1.800.550.7717. For any other questions, please contact your Travelers agent or representative.

Please note: this information does not necessarily reflect a poor or average credit standing.

## **Important Notice about Billing Options and Disclosures**

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This notice contains important information about our billing options and charges.

You have chosen to pay your insurance premium in full and will be billed by mail / email. Other charges that may apply include a \$10.00 late charge and a \$15.00 fee for payments returned by your bank.

To sign up for AutoPay or change your Bill Plan option, visit MyTravelers.com, Mobile App or contact your Travelers insurance representative or agent.

<b><u>Bill Plan</u></b>	<b><u>Monthly</u></b>	<b><u>Pay in Full</u></b>
Electronic Funds Transfer (EFT)	\$2.00	No Charge
Recurring Credit Card (RCC)	\$2.00	No Charge
Bill by Mail / Email	\$5.00	No Charge
Late Charge: \$10.00 per occurrence		
Payments returned by your bank: \$15.00 per occurrence		

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

You have an option to enroll in an AutoPay EFT or RCC payment plan without registering for MyTravelers.com by visiting [amp.travelers.com](http://amp.travelers.com).

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at 1-800-474-1377.

