

HOME SUITE POLICY

Your Home Suite Policy - Quick Reference

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INSURING AGREEMENT

This contract together with your Declarations Page and any endorsements complete the policy. Berkley Insurance Company will provide the insurance described in this policy in return for payment of the premium and compliance with all applicable provisions of the policy.

SECTION I – DEFINITIONS

In this policy, "you" and "your" refer to the "insured" shown on your Declarations and if the "insured" is an individual, his or her spouse, if a resident of the same household. "Spouse" means your marriage partner, domestic partner, or party with whom you have entered into a civil union as recognized under state law. "We," "us" and "our" refer to the Company providing this insurance.

In addition, certain words and phrases are defined below. When used throughout the policy those defined words will be in quotation marks.

- A.** "Account funds" means funds from any personal account held at a financial institution or credit line issued in the name of you or a "family member." "Account funds" does not mean cryptocurrency, electronic currency or their physical representations.
- B.** "Aircraft" means any device used or designed for flight. "Aircraft" does not include model or hobby craft not used or designed to carry people or cargo or any "unmanned aircraft."
- C.** "Bodily injury" means physical bodily harm, sickness or disease. This includes required care, loss of services and resulting death.
- D.** "Business" means:
 - 1. A trade, occupation or profession engaged in on a full-time, part-time or occasional basis; or
 - 2. Any activity engaged in for money or other compensation."Business" does not include "incidental business."
- E.** "Communicable disease" means any infectious, contagious or transmissible disease, illness, sickness or virus that can be contracted, transmitted or transferred directly or indirectly by any means.
- F.** "Contents" means tangible personal property you or a "family member" own or possess.
- G.** "Cyber event" means the following:
 - 1. Any threat or attempt, or series of threats or attempts, to gain unauthorized access to a computer or electronic device;
 - 2. Any threat to transmit or the transmission of malicious code regardless of effect to a computer or electronic device;
 - 3. "Denial of service attack";
 - 4. Any unauthorized access into any computer or any electronic device for any reason, including but not limited to access to or use of "protected information" or financial information;
 - 5. Any demand or series of demands for money or other consideration to restore a computer or electronic device; or
 - 6. Any action or inaction by an "insured," whether intentional or accidental, in response to a communication received on a computer or electronic device which results in unauthorized use of or access to digital assets, "protected information," financial information, or cryptocurrency.
- H.** "Damages," as respects **SECTION III – LIABILITY COVERAGE**, means monetary compensation to satisfy any "personal injury," "bodily injury" or "property damage" caused by an "occurrence" covered by this policy, whether settled by us or agreed in writing by us, or resolved by judicial review. "Damages" does not include injunctive relief, declaratory relief, restitution, attorney's fees, fines, penalties and punitive or exemplary damages.
- I.** "Deductible" means the amount you are responsible to pay for any covered loss we pay.
- J.** "Denial of service attack" means an event caused by unauthorized interference with or a malicious attack on a computer or electronic device that overwhelms the capacity of any computer or any electronic device by sending excessive volume of data to such computer or electronic device in order to deny, restrict or hinder access to such computer or electronic device.
- K.** "Drains" means plumbing designed to remove water from the building.
- L.** "Dwelling" means the owned one or two-family house named on your Declarations. "Dwelling" does not include a condominium or a cooperative.

- M. "Family member" means a person related to you by blood, marriage, domestic partnership or civil union recognized under state law, or adoption who is a resident of your household. This includes a ward or foster child.
- N. "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."
- O. "Ground water" means water or water-borne material below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or "other structures."
- P. "Incidental business" means "incidental business at your residence premises," "incidental business away from your residence premises," and "incidental farming."
- Q. "Incidental business at your residence premises" means the "business" of renting to others the "residence premises" listed on your Declarations. "Incidental business at your residence premises" also means a "business" activity, other than farming, conducted in whole, or in part, on your "residence premises" which must:
 - 1. Not yield gross revenues in excess of \$10,000 in any year, except for the "business" activity of managing your or a "family member's" personal investments, regardless of where the revenues are produced;
 - 2. Have no employees subject to any workers' compensation, unemployment compensation disability benefits, or other similar laws; and
 - 3. Conform to federal, state and local laws.
- R. "Incidental business away from your residence premises" means a self-employed "business" activity such as babysitting, lawn care, newspaper delivery, and caddying. Any of these activities must:
 - 1. Not yield gross revenues in excess of \$10,000 in any year;
 - 2. Have no employees subject to any workers' compensation, unemployment compensation, disability benefits, or other similar laws; and
 - 3. Conform to federal, state and local laws.
- S. "Incidental farming" means a farming activity which meets all of the following requirements:
 - 1. The farming activity is incidental to your use of the "residence premises" as your residence;
 - 2. The farming activity does not employ others for more than 1,250 hours of farm work during the policy period;
 - 3. The farming activity does not produce more than \$25,000 in gross annual revenue from agricultural operations; and
 - 4. If the farming activity involves the raising and caring of animals, then the farming activity:
 - a. Does not yield more than \$25,000 in gross annual revenues;
 - b. Does not involve more than 25 sales transactions during the policy period; and
 - c. Does not involve the sale of more than 50 animals during the policy period.
- T. "Insured" means you or a "family member." "Insured" also means any entity created by you for the sole purpose of owning all or part of a "residence premises," vehicle or "watercraft" covered under this policy. As respects **SECTION III – LIABILITY COVERAGE**, an "insured" also includes any individual or other legal entity given permission by you, a "family member" or an entity created by you for the sole purpose of owning a vehicle or a "watercraft" covered under this policy, to use a vehicle or "watercraft" covered under this policy with respect to their legal responsibility arising out of its use.
- U. "Medical expenses," as used in **SECTION III – LIABILITY COVERAGE**, includes reasonable charges for:
 - 1. Medical;
 - 2. Surgical;
 - 3. X-ray;
 - 4. Dental;
 - 5. Ambulance;
 - 6. Hospital;
 - 7. Professional nursing;
 - 8. Prosthetic devices;
 - 9. Funeral services;
 - 10. First aid; and
 - 11. Rehabilitation.
- V. "Occurrence," as respects **SECTION III – LIABILITY COVERAGE**, means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "personal injury," "bodily injury" or "property damage" during the policy period.

- W.** "Other structure(s)" means outdoor structures on the grounds of your "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.
- X.** "Personal injury" means injury or death arising out of one or more of the following:
1. "Bodily injury";
 2. Unlawful detention, false imprisonment or false arrest;
 3. Shock or emotional distress, mental anguish, or mental injury;
 4. Invasion of privacy;
 5. Defamation, libel or slander;
 6. Malicious prosecution;
 7. Wrongful entry or eviction; or
 8. Assault and battery when committed with the intent of protecting persons.
- Y.** "Property damage," as respects **SECTION III – LIABILITY COVERAGE**, means physical injury to, destruction of, or loss of use of tangible property.
- Z.** "Protected information" means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person's financial accounts or medical record information.
- AA.** "Reconstruction cost" means the lesser of the amount required at the time of the loss to repair or replace a structure at the same location with materials and workmanship of like kind and quality. "Reconstruction cost" does not include deduction for depreciation or any amount required to comply with the enforcement of any ordinance or law. It also does not include any amount required for the excavation, replacement or stabilization of land under or around a structure.
- BB.** "Recreational motor vehicle" means a:
1. Motorized land vehicle not owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing;
 2. Motorized land vehicle owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing, and which is used solely on your "residence premises";
 3. Toy designed for a child's use that is not subject to motor vehicle registration and is built not to exceed 15 miles per hour on level ground;
 4. Golf cart used as a means of travel about your "residence premises," your "residence premises" community or a golf course for golfing purposes; or
 5. Vehicle used to assist the handicapped and not designed for or required to be registered for use on public roads.
- CC.** "Residence premises" means the owned "dwelling," "other structures" and grounds at the address shown on your Declarations.
- DD.** "Short-term rental" means the renting to others of the "dwelling" two or more times in a policy period for less than 90 days per rental transaction.
- EE.** "Surface water" means flood, waves, tidal water, overflow of a body of water, accumulated rainwater or snowmelt on the ground, or spray from any of these, whether or not driven by wind.
- FF.** "Unmanned aircraft" and "drone" mean an "aircraft" that is not:
1. Designed;
 2. Manufactured; or
 3. Modified after manufacture;
- to be controlled directly by a person from within or on the "aircraft."
- GG.** "Watercraft" means a boat or craft principally designed to be propelled on, over or under water. A model boat or hobby craft not used or designed to carry people is not considered a "watercraft."

SECTION II – PROPERTY COVERAGE

A. Perils Insured Against

We insure against all risks of sudden and accidental direct physical loss or damage to your "dwelling," "contents" and "other structures" unless stated otherwise or an exclusion applies.

B. Coverage and Loss Settlement

You agree that we may change the coverage limits shown on your Declarations if the policy is renewed, or when appraisals are conducted, to reflect current cost and values.

1. Dwelling

For a covered loss to "dwelling," the following provisions apply:

- a. If Guaranteed Replacement Cost is shown as the valuation method on your Declarations, we will pay the "reconstruction cost" for your "dwelling," even if this amount is greater than the coverage limit shown on your Declarations for the "dwelling," subject to the following limitations:

The amount of coverage will be "reconstruction cost" up to the coverage limit shown on your Declarations for the "dwelling" if you:

- (1) Do not maintain at least the amount of coverage for your "dwelling" as previously agreed to, including any adjustments we make based on appraisals or revaluations;
- (2) Do not repair or rebuild your "dwelling" at the same location; or
- (3) Have not commenced demonstrable repairing or rebuilding of your "dwelling" at the same location within 180 days.

However, if you advise us within 60 days from the date of loss, that you have chosen not to repair or rebuild your "dwelling" at the same location, the amount of coverage will be "reconstruction cost" up to 125% of the coverage limit shown on your Declarations for the "dwelling."

In addition, the following limitations apply:

- (1) With respect to paragraph 1. **Loss of Use** under part C. **Additional Coverages**, item b. Civil Authority does not apply, and items a.(1) Additional Living Expense and a.(2) Fair Rental Value apply for the shortest reasonable amount of time required up to 180 days; and
- (2) Under part C. **Additional Coverages**, the only **Additional Coverages** that apply are **Debris Removal** and **Fire or Police Department Service Charge**.

No other **Additional Coverages**, under part C., will apply.

- b. If Extended Replacement Cost is shown as the valuation method shown on your Declarations, we will pay the "reconstruction cost" for your "dwelling," up to 200% of the coverage limit shown on your Declarations for the Dwelling subject to the following limitations:

The amount of coverage will be "reconstruction cost" up to the coverage limit shown on your Declarations for the Dwelling if:

- (1) You do not maintain at least the amount of coverage for your "dwelling" as previously agreed to, including any adjustments we make based on appraisals or revaluations; or
- (2) You do not repair or rebuild your "dwelling" at the same location; or
- (3) You have not commenced demonstrable repairing or rebuilding of your "dwelling" at the same location within 180 days.

However, if you advise us within 60 days from the date of loss, that you have chosen not to repair or rebuild your "dwelling" at the same location, the amount of coverage will be "reconstruction cost" up to 125% of the coverage limit shown on your Declarations for the Dwelling.

In addition, the following limitations apply:

- (1) With respect to paragraph 1. **Loss of Use** under part C. **Additional Coverages**, item b. Civil Authority does not apply, and items a.(1) Additional Living Expense and a.(2) Fair Rental Value apply for the shortest reasonable amount of time required up to 180 days; and
- (2) Under part C. **Additional Coverages**, the only **Additional Coverages** that apply are **Debris Removal** and **Fire or Police Department Service Charge**.

No other **Additional Coverages**, under part C., will apply.

- c. If Fixed Replacement Cost is shown as the valuation method on your Declarations, we will pay the "reconstruction cost" for your "dwelling" up to the coverage limit shown on your Declarations for the Dwelling. We will pay this amount in the event of a covered loss whether or not you repair or rebuild your "dwelling."

2. Other Structures

For a covered loss to “other structures,” the following provisions apply:

- a. If Guaranteed Replacement Cost is shown as the valuation method on your Declarations, we will pay the “reconstruction cost” for your “other structures,” even if this amount is greater than the coverage limit shown for “other structures” on your Declarations, subject to the following limitations:

The amount of coverage will be “reconstruction cost” up to the coverage limit shown on your Declarations for Other Structures if:

- (1) The coverage limit shown on your Declarations for Other Structures is less than 20% of the coverage limit shown on your Declarations for Dwelling; or
- (2) You do not repair or rebuild your “other structures” at the same location; or
- (3) You have not commenced demonstrable repairing or rebuilding of your “other structures” at the same location within 180 days.

However, if the coverage limit shown on your Declarations for Other Structures is at least 20% of the coverage limit shown on your Declarations for Dwelling, and you advise us within 60 days from the date of loss that you have chosen not to repair or rebuild your “other structures” at the same location, the amount of coverage will be “reconstruction cost” up to 125% of the coverage limit shown for Other Structures on your Declarations.

In addition, the following limitations apply:

- (1) With respect to paragraph **1. Loss of Use** under part **C. Additional Coverages**, item **b. Civil Authority** does not apply, and items **a.(1) Additional Living Expense** and **a.(2) Fair Rental Value** apply for the shortest reasonable amount of time required up to 180 days; and
- (2) Under part **C. Additional Coverages**, the only **Additional Coverages** that apply are **Debris Removal** and **Fire or Police Department Service Charge**.

No other **Additional Coverages**, under part **C.**, will apply.

- b. If Extended Replacement Cost is shown as the valuation method on your Declarations, we will pay the “reconstruction cost” for your “other structures,” up to 200% of the coverage limit shown for Other Structures at that location on your Declarations subject to the following limitations:

The amount of coverage will be “reconstruction cost” up to the coverage limit shown on your Declarations for Other Structures if:

- (1) The coverage limit shown on your Declarations for Other Structures is less than 20% of the coverage limit shown on your Declarations for Dwelling;
- (2) You do not repair or rebuild your “other structures” at the same location; or
- (3) You have not commenced demonstrable repairing or rebuilding of your “other structures” at the same location within 180 days.

However, if the coverage limit shown on your Declarations for Other Structures is at least 20% of the coverage limit on your Declarations for Dwelling and you advise us within 60 days from the date of loss, that you have chosen not to repair or rebuild your “other structures” at the same location, the amount of coverage will be “reconstruction cost” up to 125% of the coverage limit shown on your Declarations Other Structures.

In addition, the following limitations apply:

- (1) With respect to paragraph **1. Loss of Use** under part **C. Additional Coverages**, item **b. Civil Authority** does not apply, and items **a.(1) Additional Living Expense** and **a.(2) Fair Rental Value** apply for the shortest reasonable amount of time required up to 180 days; and
- (2) Under part **C. Additional Coverages**, the only **Additional Coverages** that apply are **Debris Removal** and **Fire or Police Department Service Charge**.

No other **Additional Coverages**, under part **C.**, will apply.

- c. If Fixed Replacement Cost is shown as the valuation method shown on your Declarations, we will pay the “reconstruction cost” for your “other structures” up to the coverage limit shown for Other Structures on your Declarations. We will pay this amount in the event of a covered loss whether or not you repair or rebuild your “other structures.”

3. Dwelling or Other Structures under Construction

If at any time during the policy period:

- a. You are newly constructing your "dwelling";
- b. You are newly constructing an "other structure" which will equal or exceed 10% of the coverage amount for Dwelling as shown on your Declarations at the time of a covered loss; or
- c. You are constructing additions, alterations or renovations to any part of the "dwelling" or "other structures" which will equal or exceed the lesser of 10% of the coverage amount for the Dwelling as shown on your Declarations at the time of a covered loss or \$500,000;

then the most we will pay for a covered loss is the "reconstruction cost" less depreciation, but not to exceed the coverage limit shown on your Declarations for Dwelling or Other Structures. We will pay this amount whether or not you actually repair or rebuild. You must still maintain at least the amount of coverage for your "dwelling" and "other structures" as previously agreed to, including any adjustments we make when the policy renews or when appraisals are conducted. "Reconstruction cost" less depreciation will remain the loss settlement provision until all construction is completed and you and we agree on the amount of coverage for your "dwelling" and "other structures."

4. Contents

The most we will pay for a covered loss to "contents" is the lesser of the amount required to repair or replace the "contents" without application of depreciation up to the amount of coverage for "contents." However, if the "contents" are or were obsolete or unusable as a result of their age or condition, depreciation will be applied.

The amount of coverage for "contents" depends on where the loss occurs. For a covered loss to "contents" that occurs:

- a. At a "residence premises" listed on your Declarations, we will pay up to the coverage limit for "contents" at that location for each covered loss. If after a covered loss to your "dwelling" and "contents" we pay more than the coverage limit for your "dwelling" because the "reconstruction cost" is higher than the insured limit, we will increase the "contents" coverage for the purposes of settling the loss, by the same percentage. This extension of coverage only applies if the "contents" limit on your Declarations is 50% of the "dwelling" limit or greater;
- b. At a residence that an "insured" owns or lives at that is insured under another policy that provides coverage for "contents," we will not pay any amount under this policy;
- c. Away from any residence that an "insured" owns or lives at payment will be made under the highest "contents" limit of any single residence listed on a policy issued to you by a subsidiary or affiliate of the W. R. Berkley Corporation regardless of the number of policies providing you with "contents" coverage; or
- d. At a residence that an "insured" owns or lives at that does not have insurance coverage for "contents," payment will be made up to 10% of the "contents" limit of any single residence listed on a policy issued to you by us or by a subsidiary or affiliate of the W. R. Berkley Corporation regardless of the number of policies providing you with "contents" coverage. There is no coverage provided under this paragraph d. for a loss to "contents" caused by wind. These limitations do not apply:
 - (1) If the "contents" were moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
 - (2) To "contents" in a newly acquired residence for the sixty (60) days immediately after you begin to move your "contents" there.

5. Special Contents Limitation for Loss to a Pair or Set or Parts

In addition to the limitations above and the **Special Limits of Liability for Contents**, for a covered loss to a pair or set, we will pay the least of:

- a. The cost to replace any part to restore the pair or set to its value before the loss;
- b. The cost to repair any part to restore the pair or set to its value before the loss; or
- c. The difference between the market value of the pair or set before and after the loss.

However, if you agree to give us the remaining undamaged article(s) of the pair, set or part and we agree to accept it, we will pay the cost to replace the entire pair, set or part. These payments do not increase your coverage amount for "contents."

6. Special Limits of Liability for Contents

These limits do not increase the amount of coverage for your "contents." The special limit shown for each category below is the most that will be paid for each covered loss to "contents" in that category regardless of the number of policies issued to you by a subsidiary or affiliate of the W.R. Berkley Corporation. Coverage under this part is subject to the **Coverage and Loss Settlement** provisions for **Contents** and **Special Contents Limitation for Loss to a Pair or Set or Parts.**

- a. Money, bank notes, store value cards, bullion, gold other than goldware, silver other than silverware, and platinum - \$2,500.

This limit is increased to \$10,000 for bank notes, bullion, gold other than goldware, silver other than silverware, and platinum that are stored in a locked home safe located on the "residence premises" or in a bank vault or bank safe deposit box.

This limit does not include cryptocurrency, electronic currency or their physical representations.

- b. "Watercraft," including their trailers, furnishings, equipment and outboard engines or motors - \$10,000.

- c. Trailers not used with "watercraft" - \$5,000.

- d. Grave markers or mausoleums - \$5,000.

- e. Securities, letters of credit, evidences of debt, accounts, deeds, notes other than bank notes, manuscripts, negotiable papers, passports, tickets - \$5,000.

- f. Jewelry, watches, precious stones or semi-precious stones, whether set or unset, that are lost, misplaced or stolen - \$10,000.

However, when this property is located in a bank vault or bank safe deposit box, for a covered loss payment will be made based on "contents" away from any residence pursuant to paragraph **4.c.** of this part, **B. Coverage and Loss Settlement.**

- g. Furs that are lost, misplaced or stolen - \$5,000.

- h. Guns that are lost, misplaced or stolen - \$5,000.

- i. Silverware, goldware, pewterware or trophies that are lost, misplaced or stolen - \$10,000.

- j. Golf carts - \$5,000.

- k. Collectible stamps, coins, and medals - \$5,000.

However, when property in this category is stored in a bank vault or bank safe deposit box, for a covered loss payment will be made based on "contents" away from any residence pursuant to paragraph **4.c.** of this part **B. Coverage and Loss Settlement.**

- l. Wine and Spirits - \$10,000.

- m. The following special limit applies only to breakage losses for crystal, china, porcelains, figurines, statues, sculptures, mirrors, glassware, bric-a-brac and similar items - \$10,000.

7. Deductibles

Unless otherwise noted in this policy or an endorsement, the greater of the base "deductible" or one of the Special Deductibles shown on your Declarations or in an endorsement is the amount of a covered loss you will pay.

Waiver of Deductible

We will waive the base "deductible" for a covered loss greater than \$50,000 if the base Deductible shown on your Declarations is \$25,000 or less. This waiver of "deductible" does not apply to:

- a. The construction "deductible" or to any Special Deductible shown on your Declarations;
- b. For losses covered under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Back Up of Sewers and Drains;** or
- c. For losses covered under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Overflow of Sump Pit.**

Construction Deductible

If at any time during the policy period:

- a. You are newly constructing your "dwelling";
- b. You are newly constructing an "other structure" which will equal or exceed 10% of the coverage amount for your "dwelling" as shown on your Declarations at the time of a covered loss; or

- c. You are constructing additions, alterations or renovations to any part of the "dwelling" or "other structures" which will equal or exceed the lesser of 10% of the coverage amount for the "dwelling" as shown on your Declarations at the time of a covered loss or \$500,000;

and have not notified us of such construction, then the greater of:

- a. The base "deductible"; or
- b. A construction "deductible" of 5% of "dwelling" coverage, the dollar amount of which is based on the Dwelling coverage limit shown on your Declarations at the time of the loss;

applies. The construction "deductible" will apply with, and does not take the place of, any other applicable Special Deductible shown on your Declarations or on an endorsement. It is your duty to notify us at the beginning of, throughout, and at the completion of construction so that the amount of coverage for your house or "other structures" can be adjusted to maintain an appropriate amount of coverage based on the construction cost information you provide. This is to reduce the possibility of being underinsured.

Special Short-Term Rental Deductible

If at any time during the policy period, the "dwelling" becomes a "short-term rental" and you have not notified us of such change in occupancy, then the greater of:

- a. The base "deductible"; or
- b. A special "short-term rental" "deductible" of 5% of the "dwelling" coverage amount shown on your Declarations applies if the loss arises from "short-term rental" activities. The special "short- term rental" "deductible" will apply with and does not take the place of any other applicable Special Deductible shown on your Declarations or an endorsement. It is your duty to notify us of any change in occupancy of the "dwelling."

C. Additional Coverages

These **Additional Coverages** are subject to part **B. Coverage and Loss Settlement** and part **D. Exclusions**.

If Guaranteed Replacement Cost or Extended Replacement Cost is shown on your Declarations as the valuation method for "Dwelling," the **Additional Coverages** shown below are in addition to the coverage amount shown for that location on your Declarations unless otherwise indicated. Your "deductibles" apply to the **Additional Coverages** unless otherwise indicated.

If Fixed Replacement Cost is shown on your Declarations as the valuation method for "Dwelling," the **Additional Coverages** shown below do not increase the coverage amount shown for that location on your Declarations. Your "deductibles" apply to the **Additional Coverages** unless otherwise indicated.

1. Loss of Use

- a. If a covered loss to your "dwelling," "other structures" or "contents" makes the "residence premises" not fit to live in, we cover the following:

(1) Additional Living Expense:

- (a) If the "residence premises" is your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- (b) If the "residence premises" is not your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the "residence premises."

Additional Living Expense includes the boarding of your domestic animals not primarily owned or kept for "business" use. This also includes the boarding of your domestic animals that have been displaced from an "other structure," even when you have not been displaced by the covered loss.

We cover this increase for the shortest reasonable amount of time required to restore your "residence premises" to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time required for your household to settle elsewhere. However, if you are newly constructing your "dwelling" or "other structures" or you are constructing additions, alterations, or renovations to your "dwelling" or "other structures" at the time of a covered loss, we will pay only the increase in your normal living expenses

incurred by you for the shortest reasonable amount of time required to restore the "dwelling" or "other structures" to their condition prior to the covered loss.

(2) Fair Rental Value:

Fair Rental Value is the amount of rent shown on a signed lease agreement less any expenses that do not continue while the "residence premises" is not fit to live in. Payment for Fair Rental Value will be for the shortest reasonable time required to restore your "residence premises" to a habitable condition.

b. Civil Authority

- (1)** If you are forced to evacuate your "residence premises" as a result of a covered loss or a reasonable threat of loss caused by a **Peril Insured Against** in **SECTION II – PROPERTY COVERAGE**; or
- (2)** If a civil authority prohibits you from use of the "residence premises" as a result of a direct loss to neighboring premises caused by a **Peril Insured Against** in **SECTION II – PROPERTY COVERAGE**;

we will reimburse you for the reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for up to 30 days. This includes the boarding of your domestic animals not primarily owned or kept for "business" use. We also cover any loss in fair rental value for up to 30 days if your "residence premises" is usually held for rental.

The periods of time under **a.(1) Additional Living Expense**, **a.(2) Fair Rental Value** and **b. Civil Authority** above are not limited by expiration of this policy.

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

A "deductible" does not apply to this coverage.

2. Loss Assessment Residence Premises

We will pay up to the coverage limit for Loss Assessment Residence Premises shown on your Declarations for your share of a loss assessment charged against you by your homeowners' association during the Policy Period. This coverage only applies when the assessment is made as a result of a loss resulting from a Peril Insured Against to property owned by all members collectively or as a result of a liability loss that would be covered under this policy. We will not pay for assessments made as a result of loss caused by or resulting from earthquake unless Loss Assessment Residence Premises - Earthquake is shown on your Declarations, but we will pay your portion of an assessment charged as a result of an ensuing covered loss due to theft, explosion, fire or glass breakage, unless another exclusion applies. A "deductible" does not apply to this coverage.

We will not pay more than the Loss Assessment – Association Deductible amount shown on your Declarations for any assessment that results from the association's insurance policy deductible.

3. Back Up of Sewers and Drains

We will pay for direct physical loss or damage to property caused by water which backs up through sewers, or "drains" located within the fully enclosed perimeter of the foundation of a building on the "residence premises."

This additional coverage does not include any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to a loss caused by "surface water" or "ground water."

These payments do not increase your coverage amount.

4. Construction Materials

We will pay for a covered loss to construction materials and supplies owned by you and located at the "residence premises" shown on your Declarations for use in the repair, alteration, or construction of your "residence premises." These payments do not increase your coverage amount.

5. Data Replacement

We will pay up to \$5,000 for expenses you incur to replace your personal data stored on a personal computer or portable computing device lost as a result of a covered direct physical loss to the personal computer or portable computing device. These payments do not increase your coverage amount. In the event that you have purchased coverage, either as an endorsement to this policy or in another policy, that provides more specific coverage for data replacement, this coverage will be excess over such more specific coverage.

6. Debris Removal

We will pay the reasonable expenses you incur to remove debris of covered property resulting from a covered loss from the “residence premises.”

7. Ensuing Fungi or Bacteria

For a covered loss we will not pay more than \$20,000 for fungi or bacteria remediation expenses described below, or the amount shown on your Declarations, if different, regardless of the number of claims. This fungi or bacteria remediation expenses limit does not increase your coverage amount for the covered loss.

This fungi or bacteria remediation expenses limit does not apply to “fungi” or bacteria resulting from a covered loss caused by fire or lightning.

Fungi or bacteria remediation expenses are the reasonable and necessary costs for:

- a. Testing and monitoring the air or property to confirm the absence, presence or level of “fungi” or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be paid only to the extent that there is a reason to believe that there is the presence of “fungi” or bacteria;
- b. Developing a “fungi” or bacteria remediation plan; and implementing that “fungi” or bacteria remediation plan including the cleanup, removal, containment, treatment, or disposal of “fungi” or bacteria;
- c. Tearing out and replacing any part of the building or other covered property as needed to gain access to the “fungi” or bacteria beyond that which is required to gain access to covered property physically damaged by a covered loss;
- d. Removing debris of covered property containing “fungi” or bacteria beyond that which is required to remove debris of the covered property physically damaged by a covered loss; and
- e. Repairing or replacing covered property containing “fungi” or bacteria beyond that which is required to repair or replace the covered property physically damaged by a covered loss.

Fungi or bacteria remediation expenses also include coverage for loss of use of your “residence premises” resulting from “fungi” or bacteria up to 20% of the total amount of the fungi or bacteria remediation expenses limit. “Loss of use,” under this **Ensuing Fungi or Bacteria** coverage, means:

- a. The necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living while your “residence premises” is uninhabitable; and
- b. For a “residence premises” that is rented out, the amount of rent shown on a signed lease agreement, less any expenses that do not continue, while your “residence premises” is uninhabitable.

8. Fire or Police Department Service Charge

We will pay the charges imposed by law or assumed in writing for police or fire department charges. This coverage applies when the police or fire department is called to save or protect your “residence premises” listed on your Declarations. Your “deductible” does not apply to this coverage. These payments do not increase your coverage amount.

9. Food or Wine Spoilage

We will cover food or wine that is contained or stored in a refrigerator or freezer at your “residence premises” which spoils due to:

- a. Changes or extremes in temperature caused by an interruption of the power supply; or
- b. Caused by the mechanical or electrical breakdown of refrigeration equipment.

For a covered loss to wine, we will not pay more than \$10,000. These payments do not increase your coverage amount.

10. Incidental Business Property

We will pay up to the coverage limit shown on your Declarations for a covered loss to property owned or leased by you and used for an “incidental business at your residence premises” or for “incidental farming” conducted at a “residence premises” listed on your Declarations. However, this Incidental Business Property coverage does not include any “drones” or similar “unmanned aircraft,” whether used in whole or in part, in “business” or any “incidental business.”

11. Land

We will pay up to 10% of the amount of a covered loss to your "dwelling" or "other structures" for the required stabilization, excavation, or replacement of land under or around your "dwelling" or "other structures."

12. Landscaping

We will pay for damage to landscaping at your "residence premises" up to 5% of the coverage limit shown on your Declarations for the "dwelling" or if "dwelling" coverage is not available, 5% of the coverage limit for "contents" shown on your Declarations at the "residence premises" at which the covered loss occurs, but no more than \$5,000 for any one tree, shrub or plant. Landscaping does not include forestry or brush.

We will pay only for losses caused by:

- a. Aircraft;
- b. Fire, lightning or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the "residence premises"; or
- e. Theft, attempted theft, vandalism or malicious mischief.

This coverage applies only if you repair or replace the damaged landscaping within 180 days of the date of loss unless an alternate timeframe is agreed upon by us in writing.

13. Tree Removal

Unless covered elsewhere under this policy, we will pay up to a total of \$1,500 to remove trees at your "residence premises" fallen due to wind, hail, sleet or the weight of ice or snow when the tree does not damage your "residence premises."

Your base "deductible" does not apply to this coverage. This waiver of "deductible" does not apply to any applicable special "deductibles."

14. Lock Replacement

If the keys or remote unlocking devices to the "residence premises" listed on your Declarations are lost or stolen, we will pay up to \$1,500 toward the cost to re-key or replace the locks or remote unlocking devices to that "residence premises." Your "deductible" does not apply to this coverage.

15. Precautionary Repairs

We will pay the reasonable expenses incurred by you for the necessary measures taken to protect covered property that is damaged by a covered peril from further damage. These payments do not increase your coverage amount.

16. Property Removal

We will pay the reasonable expenses you incur to move "contents" from a "residence premises" to protect the "contents" from damage from a covered loss.

17. Property of Domestic Staff and Guests

We cover the personal property of your domestic staff and your guests while the property is located at your "residence premises" listed on your Declarations. These payments do not increase your coverage amount.

18. Rebuilding to Code

After a covered loss, we will pay the necessary cost for you to comply with any law or ordinance requiring or regulating the:

- a. Repair, replacement, or rebuilding of the damaged portion of your "dwelling" or "other structures" made necessary by the covered loss;
- b. The demolition, replacement, or rebuilding of the undamaged portion of your "dwelling" or "other structures" necessary to complete the replacement, repair, or rebuilding of the damaged portion of your "dwelling" or "other structures"; and
- c. The demolition of the undamaged portion of your "dwelling" or "other structures" when your "dwelling" or "other structures" must be totally demolished, including removal of any resulting debris.

This coverage only applies if you choose to repair, rebuild or replace your "dwelling" or "other structures" at the loss location.

19. Overflow of Sump Pit

We will pay for physical loss or damage to covered property caused by water which overflows from a sump pit located within the fully enclosed perimeter of the foundation of a building on the "residence premises" if such overflow results from the failure of the sump pump. Failure of a sump pump includes:

- a. Mechanical failure of the sump pump;
- b. Power outage or interruption of power to the sump pump; and
- c. Inability of the sump pump to keep up with the inflow of "ground water" to the sump pit.

This additional coverage does not include any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to a loss caused by "surface water" or "ground water" except for "ground water" which enters through the sump pit below ground.

These payments do not increase your coverage amount.

20. Account Funds

We will pay up to \$10,000 per policy period for loss to your personal "account funds":

- a. Resulting from theft or unauthorized withdrawal or disbursement, including unauthorized electronic fund transfers;
- b. Caused by forgery or alteration of any check or negotiable instrument; or
- c. Caused by accepting in good faith any counterfeit paper currency.

However, we will not pay for withdrawals or disbursements made by you or a "family member" or in excess of an amount authorized by you or a "family member." We will also not pay when passwords, personal identification numbers (PINs) or other information used to access your or a "family member's" "account funds" is lost, misplaced or forgotten by you or a "family member."

D. Exclusions

The following exclusions apply to **SECTION II – PROPERTY COVERAGE**:

1. Aircraft

We do not cover any loss to an "aircraft" or "unmanned aircraft" or their parts, whether or not attached to the "aircraft" or the "unmanned aircraft." However, this exclusion does not apply to "unmanned aircraft":

- a. That weigh less than 11 pounds;
- b. Are used for hobby and recreational purposes only; and
- c. Are operated and, if applicable, registered, in accordance with community-based or Federal Aviation Administration regulation and safety guidelines.

2. Buildings Scheduled for Demolition

We do not cover loss to "dwellings" or "other structures" that are scheduled for demolition, deconstruction or destruction. A building is considered scheduled for demolition, deconstruction or destruction if a contract has been entered into, whether written or verbal, or plans have been drawn up to demolish the building within the next one hundred eighty (180) days.

3. Business Property

We do not cover any loss to "business" property, except "incidental business" property as defined in **C. Additional Coverages**.

4. Cryptocurrency

We do not cover any loss to cryptocurrency, electronic currency or their physical representations.

5. Cyber Event

We do not cover any loss arising out of a "cyber event." However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

6. Governmental Action

We do not cover any loss caused by governmental action. Governmental action means the destruction, confiscation or seizure by order of any government or public authority. This exclusion does not apply to such acts ordered by any governmental or public authority that are taken to prevent the spread of fire.

7. Computer Error

We do not cover any cost to correct an error, malfunction, or deficiency in programming or instructions to any computer or any electronic device or in the computer or electronic device itself. However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

8. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act by you or a "family member," or by a person directed by you or a "family member."

9. Earth Movement

We do not cover any loss to your "dwelling" or "other structures" caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by earth movement. Earth movement means:

- a. Earthquake, including land shock waves or tremors, before, during or after a volcanic eruption;
- b. Landslides;
- c. Mudflows;
- d. Mudsildes; and
- e. The sinking, rising, or shifting of land.

However, we do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies.

10. Faulty, Inadequate or Defective Planning

We do not cover any loss caused by faulty acts, errors or omissions of you or any other person in maintenance, construction or planning. It does not matter whether the faulty acts, errors or omissions take place on or off the "residence premises."

However, we do insure ensuing covered loss to your "dwelling" and "other structures" unless another exclusion applies. Planning includes surveying, placing, zoning, setting specifications, designing, compacting, developing property and establishing construction standards and building codes. Construction includes parts, equipment, workmanship and materials used for construction or repair.

11. Financial loss

We do not cover any financial loss except as provided for under **SECTION II - PROPERTY COVERAGE, C. Additional Coverages, Account Funds.**

12. Fungi, Wet or Dry Rot, or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot, or bacteria. This includes the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of "fungi," wet or dry rot, or bacteria.

This exclusion does not apply to:

- a. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Ensuing Fungi or Bacteria;**
- b. "Fungi" or bacteria resulting from fire or lightning unless another exclusion applies; or
- c. Ensuing covered loss unless another exclusion applies.

13. Wear and Tear, Deterioration or Mechanical Breakdown

We do not cover any loss caused by:

- a. Wear and tear, marring, deterioration;
- b. Warping, rust or, other corrosion;
- c. Mechanical breakdown;

- d. Latent defect;
- e. Inherent vice; or
- f. Any quality in property that causes it to damage or destroy itself.

However, we do insure ensuing covered loss unless another exclusion applies.

14. Intentional Loss

We do not cover any loss arising out of any act or omission an "insured" commits or conspires to commit with the intent to cause a loss. An intentional act or omission is one whose consequences could have been foreseen by a reasonable person. This exclusion only applies to an "insured" who commits or conspires to commit an act with the intent to cause a loss.

15. Loss by Birds, Vermin, Rodents or Insects

We do not cover any loss caused by:

- a. Birds, insects, vermin or, rodents; or
- b. Domestic animals owned or kept by you or a "family member," except loss to glass that is part of a storm window, storm door, or building.

But we do insure ensuing covered loss unless another exclusion applies.

16. Loss to Fish, Birds or Animals

We do not cover any loss to fish, birds or other animals.

17. Motorized Land Vehicles

We do not cover any loss to a motorized land vehicle, other than a "recreational motor vehicle."

18. Neglect

We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

19. Nuclear Hazard

We do not cover any loss caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, we do cover ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

20. Pollution or Contamination

We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by the:

- a. Discharge;
- b. Dispersal;
- c. Seepage
- d. Migration;
- e. Release; or
- f. Escape;

of pollutants. We do not cover the cost to extract pollutants from water or land, or the cost to remove, restore or replace polluted or contaminated water or land. But we do cover damage caused by heat, smoke or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

21. Property of Others

We do not cover any loss to property of roomers, boarders or tenants. This exclusion does not apply to property of roomers or boarders related to an "insured."

22. Renovations and Repairs

We do not cover any loss caused by renovating, refinishing or repairing any kind of "contents." This exclusion does not apply to jewelry, watches, and furs.

23. Structural Movement

We do not cover any loss caused by the settling, shrinking, bulging or expansion, including resultant cracking, of the following:

- a. Bulkheads;
- b. Pavements, patios;
- c. Footings, foundations; or
- d. Walls, floors, roofs or ceilings.

However, we do insure ensuing covered loss unless another exclusion applies.

24. War

We do not cover any loss caused directly or indirectly by war. War includes the following and any consequence(s) of any of the following:

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

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

25. Watercraft

We do not cover any loss caused by the stranding, swamping, sinking, capsizing, upset or collision of a "watercraft" or its trailer, or outboard motor. We also do not cover any loss caused by collision of a "watercraft" other than collision with a land vehicle unless another exclusion applies.

26. Surface Water and Ground Water

We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by "surface water" or "ground water," including "surface water" or "ground water" which backs up through sewers or "drains" or "surface water" or "ground water" which overflows from a sump pit.

This exclusion does not apply to:

- a. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Back Up of Sewers and Drains;**
- b. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Overflow of Sump Pit;**
- c. "Contents" away from any residence you own or live at; or
- d. Ensuing covered loss unless another exclusion applies.

27. Temperature, Dampness or Humidity

We do not cover any loss caused by extremes of temperature, dampness, humidity or dryness of atmosphere, or water vapor to your "dwelling," "other structures" or "contents." This exclusion does not apply to:

- a. Loss caused directly by rain, sleet, snow or hail; or
- b. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Food or Wine Spoilage.**

28. Water Damage to Specific Other Structures

We do not cover loss to specific "other structures" caused by:

- a. Freezing;
- b. Thawing; or
- c. Pressure or weight of water or ice, whether driven by wind or not.

This exclusion applies to:

- a. Fences, pavements, patios or tennis courts;
- b. Swimming pools or hot tubs including their equipment or septic systems;
- c. Footings, foundations, bulkheads, retaining walls, or any structure or device that supports all or part of a "dwelling," or "other structure"; or
- d. Piers, wharves, docks or bridges.

However, we do insure ensuing covered loss unless another exclusion applies.

29. Water Damage as a Result of Failure to Maintain Heat

We do not cover any loss caused by water freezing in plumbing, heating or air conditioning system or household appliance if you have not used reasonable care to maintain heat in your "dwelling" and "other structures." This includes closing and draining the water system or appliances if the "dwelling" or "other structure" is vacant, unoccupied or being constructed.

30. Communicable Disease

We do not cover any loss, expenses or consequences caused by the actual or alleged existence of, presence of, contact with or fear of any "communicable disease."

SECTION III – LIABILITY COVERAGE

A. Personal Liability

We will pay "damages" for "personal injury" or "property damage" for which any "insured" is legally obligated to pay caused by an "occurrence" anywhere in the world to which this coverage applies. "Damages" include prejudgment interest awarded against the "insured." We will also provide a defense at our expense even if the suit is groundless, false or fraudulent. We may investigate and settle or defend, as we consider appropriate, any claim or suit at our discretion. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of judgments or settlements. Costs of providing a defense, other than settlement payments, are in addition to the limit of liability. We have no duty to defend any suit or settle any claim for "personal injury" or "property damage" not covered under this policy.

B. Medical Payments to Others

We will pay the necessary "medical expenses" that are incurred or medically ascertained within three (3) years from the date of an accident causing "bodily injury." The most we will pay is shown on your Declarations. This coverage does not apply to you or a "family member," or any employees who are eligible for benefits provided under any workers' compensation; disability benefits; unemployment compensation; or other similar laws. This coverage applies only:

1. To a person on a "residence premises" with liability coverage listed on your Declarations with the permission of you or a "family member"; or
2. To a person off the "residence premises" if the "bodily injury":
 - a. Arises out of a condition at a "residence premises," or the ways immediately adjoining a "residence premises," listed on your Declarations with liability coverage;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a domestic worker in the course of his or her employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured."

"Residence premises" as used in this part, **B. Medical Payments to Others** means any location shown on your Declarations.

C. Additional Coverages

We cover the following in addition to the liability coverage limit, unless stated otherwise:

1. Claims Expenses

We will pay:

- a. Expenses we incur and court costs taxed against an "insured" in any suit we defend;

- b.** Reasonable expenses incurred by an "insured" at our request. This includes actual loss of earnings (but not loss of other income) up to a total of \$50,000, for assisting us in the investigation or defense of a claim or suit;
- c.** Premiums on bonds required in a suit we defend. This does not apply to bond amounts more than the liability coverage limit shown on your Declarations. We need not apply for or furnish any bond; 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 liability coverage limit. This only applies to the extent the judgment does not exceed the coverage limit that applies.

2. Damage to Property of Others

Regardless of legal obligation, we will pay up to \$15,000 per "occurrence" to repair or replace the property of others damaged by an "insured."

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

We will pay up to the amount shown on your Declarations per policy period for:

- a.** Any amount an "insured" is legally obligated to pay resulting from:
 - (1)** Theft, loss or unauthorized use of an "account fund"; or
 - (2)** Loss caused by forgery or alteration of any check or negotiable instrument.

A loss will not be covered unless all the terms for using the "account fund" are complied with.

- b.** Loss caused by accepting in good faith any counterfeit paper currency.

We provide defense coverages for any claim or suit seeking covered damages against you or a "family member" for theft, loss of or unauthorized use of an "account fund." Our obligation to defend any suit seeking covered damages ends when our payment under this coverage equals \$10,000.

4. Fungi / Mold

We cover "damages" any "insured" is legally obligated to pay, up to \$100,000 for each "occurrence, for "bodily injury" or "property damage" arising out of "fungi."

D. Exclusions

The following exclusions apply to **SECTION III – LIABILITY COVERAGE**. If any of the following exclusions applies, we do not provide coverage for "damages," defense costs, or any other cost or expense.

1. Motorized Land Vehicles

We do not cover "personal injury" or "property damage" arising out of the:

- a.** Ownership;
- b.** Maintenance;
- c.** Operation;
- d.** Use; or
- e.** Loading or unloading;

of any motorized land vehicle. This exclusion does not apply to "recreational motor vehicles" except when they are used during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity, or timed event of any kind; or on a racetrack, test track or other course of any kind.

2. Aircraft

We do not cover "personal injury" or "property damage" arising out of the:

- a.** Ownership;
- b.** Maintenance;
- c.** Operation;
- d.** Use;
- e.** Loading or unloading; or
- f.** Towing;

of any "aircraft" or of any "unmanned aircraft." However, this exclusion does not apply to "personal injury" or "property damage" arising out of "unmanned aircraft":

- a. That weigh less than 11 pounds;
- b. Are used for hobby and recreational purposes only; and
- c. Are operated and, if applicable, registered, in accordance with community-based or Federal Aviation Administration regulation and safety guidelines.

3. Watercraft

We do not cover "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or towing of any "watercraft":

- a. That is over 26 feet in length or has more than 50 horsepower, owned or controlled, directly or indirectly, by an "insured," other than "watercraft" furnished or rented to an "insured" for less than 30 days;
- b. Used for any "business" or commercial purpose; or
- c. Used for participation in or practice for competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This paragraph c. does not apply to sailing vessels less than 26 feet in length.

4. Non-permissive Use

We do not cover any person who uses a motorized land vehicle or "watercraft" without permission from you or a "family member."

5. Workers' Compensation or Disability

We do not cover any damages or benefits an "insured" is legally obligated to provide under any:

- a. Workers' compensation;
- b. Disability benefits;
- c. Jones Act or General Maritime Law;
- d. Unemployment compensation;
- e. Occupational disease;
- f. Federal Longshore and Harbor Workers' Compensation Act; or
- g. Similar law.

6. Directors Errors or Omissions

We do not cover "personal injury" or "property damage" arising out of an "insured's" actions, errors or omissions as a director or officer of any corporation or organization. However, we do cover "personal injury" or "property damage" arising out of an "insured's" activities:

- a. For a Homeowners, Condominium or Cooperative Association; or
- b. For non-compensated officers or members of a not for profit corporation or organization,
unless another exclusion applies.

7. Property in Your Care

We do not cover "property damage" to property owned by, or in the custody, care or control of, an "insured." This exclusion does not apply to "property damage":

- a. Caused by fire, smoke or explosion; or
- b. To a residence that you rent to live in.

8. Insured

We do not cover "personal injury" to you or an "insured" under this policy.

9. Discrimination

We do not cover "personal injury" or "property damage" arising out of actual, alleged or threatened discrimination or harassment due to:

- a. Age;
- b. Race;
- c. National origin;
- d. Color;
- e. Sex;
- f. Creed;
- g. Handicapped status;
- h. Sexual preference; or
- i. Any other discrimination.

10. Molestation, Corporal Punishment or Physical or Mental Abuse

We do not cover "personal injury" or "property damage" arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- a. Molestation, misconduct or harassment;
- b. Bullying, other intimidation or embarrassment;
- c. Corporal punishment; or
- d. Physical or mental abuse.

11. Communicable Disease

We do not cover:

- a. "Personal injury" or "property damage" resulting from any illness, sickness or disease transmitted intentionally or unintentionally by an "insured" to anyone;
- b. Any consequence resulting from that illness, sickness or disease;
- c. Any "damages" for "personal injury" resulting from the fear of contracting any illness, sickness or disease; or
- d. Any consequence resulting from the fear of contracting any illness, sickness or disease.

12. Cyber Event

We do not cover actual or alleged "personal injury" or "property damage" arising out of an actual, alleged, or threatened "cyber event" or fear of a "cyber event" or any consequence thereof.

13. Financial Guarantees

We do not cover "personal injury" or "property damages" arising out of an "insured's" financial guarantee of the financial performance of any "insured," other individual or organization.

14. Pursuit or holding of public office

We do not cover "personal injury" or "property damage" arising out of an "insured's" pursuit of or holding of an elected public office. However, we do cover "damages" for you or a "family member" if:

- a. The annual compensation of the office does not exceed \$20,000, whether or not accepted; and
 - b. The hours required to perform the duties required by the office do not exceed an annual average of 20 hours of work per week during the policy period,
- unless another exclusion applies.

15. Business

We do not cover "personal injury" or "property damage" arising out of or in connection with an "insured's" "business" property or "business" pursuits. However, we do cover "incidental business at your residence premises," "incidental business away from your residence premises" or "incidental farming," unless another exclusion applies. We do not cover damages or consequences resulting from "business" or professional care or services performed or not performed.

16. Liability for Acts of Others

We do not cover any damages an "insured" is legally obligated to provide arising from:

- a. Any entrustment of property;
- b. The failure to supervise any person or the negligent supervision of any person; or
- c. Any parental liability or ownership liability.

This exclusion applies only to "damages" arising out of the ownership, maintenance or use of any motorized land vehicle, "watercraft" 26 feet or longer or with more than 50 engine rated horsepower, "aircraft," or hovercraft.

17. Fungi/Mold

We do not cover any actual or alleged damages an "insured" is legally obligated to pay arising out of:

- a. "Fungi";
- b. The fear of "fungi"; or
- c. Any consequences resulting from "fungi" or the fear of "fungi," other than as provided under the **SECTION III – LIABILITY COVERAGE, C. Additional Coverage, Fungi/Mold.**

18. Professional Services

We do not cover any "personal injury" or "property damage" for any "insured's" performing or failure to perform professional services or for professional services for which any "insured" is legally responsible or licensed.

19. Protected Information and Computer Virus

We do not cover any actual or alleged damages an "insured" is legally obligated to pay arising out of the "insured's" possession of, use of, access to, or intentional or unintentional transmission of the "protected information" of anyone. We also do not cover any damages an "insured" is legally obligated to pay arising out of the intentional or accidental transmission of any virus, malware or other ransomware by an "insured" that attacks, intrudes, disrupts, or infects any computer or any electronic device of anyone.

20. War

We do not cover "personal injury" or "property damage" caused directly or indirectly by war, including any consequence of any of the following:

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

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

21. Nuclear Hazard

We do not cover "personal injury" or "property damage" caused directly or indirectly by nuclear hazard. Nuclear hazard means:

- a. Any nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination;

all whether controlled or uncontrolled or however caused.

22. Expected or Intended Injury

We do not cover "personal injury" or "property damage" resulting from any criminal, willful, intentional, or malicious act or omission by any "insured" which is intended to result in, or would be expected by a reasonable person to cause "personal injury" or "property damage." This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person than expected or intended. However, we do cover "bodily injury" if the "insured" acted with reasonable force to protect any person or property unless another exclusion applies.

23. Wrongful Employment Act

We do not cover "personal injury" arising out of an act of a wrongful employment act.

24. Contract or Agreement

We do not cover "personal injury" or "property damage" arising from any oral or written contract or agreement entered into by an "insured." However, this exclusion does not apply to any contracts:

- a. That directly relate to the ownership, maintenance, or use of the "residence premises"; or
- b. Where the liability of others is assumed by you prior to an "occurrence";

unless another exclusion applies.

25. Assessments

We do not cover any assessment charged against an "insured" as a member of an association, corporation or community of property owners.

26. Sale of Property

We do not cover "personal injury" or "property damage" arising out of any written or oral statement made by you or others on your behalf which is material to the sale of any property.

27. Fuel Leakage

We do not cover "personal injury" or "property damage" arising from the escape of fuel from a fuel system. A fuel system includes any combination of containers; tanks; pipes; hoses; or pumps used to store or dispense fuel for any purpose.

E. Limit of Liability

The coverage limit shown on your Declarations for personal liability is our maximum limit of liability for all "damages," including "damages" for "personal injury," including care, loss of services or death, arising out of "bodily injury," and "property damage" for any one "occurrence."

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Persons injured;
4. "Watercraft"; or
5. "Recreational motor vehicles";

involved in the "occurrence."

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and part **B. Medical Payments to Others**.

SECTION IV– GENERAL PROVISIONS

A. Insurable Interest

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

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

B. Your Duties After a Loss

In the event of a loss for which coverage may be provided under this policy, you or an "insured" or someone acting for an "insured" must:

1. Give prompt notice to us, any of our agents in this state or your agent. Any written notice given by any claimant to us or any of our agents in this state, containing particulars sufficient to identify the "insured," will be deemed notice to us;
2. Promptly notify the police in case of loss by theft;
3. Promptly notify the credit card or electronic fund transfer card or access device company in case of loss under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Account Funds and SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money**;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim, settlement or the defense of any claim or suit;
6. Prepare an inventory of damaged property. Show the quantity, description and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to separate examination under oath;
8. Send to us, within sixty (60) days of our request, your signed, sworn proof of loss. The proof of loss must 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 the policy;
 - e. Specifications of damaged property and detailed repair estimates;
 - f. The inventory of damaged "contents" described in paragraph 6. above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Account Funds and SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money**, stating the amount and cause of loss;
9. Provide us with the names and addresses of any claimants and witnesses;
10. Promptly forward to us every notice, demand, summons or other process relating to the loss;
11. At our request, assist us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials;
 - d. To secure and give evidence and obtain the attendance of witnesses; and
 - e. Not, except at such "insured's" own cost, voluntarily make payment, assume obligation or expense other than for first aid to others at the time of a loss.
12. With respect to any "short-term rental" activity, you must provide us, as often as we reasonably require, with information concerning the number of:
 - a. Rental agreements or contracts entered into by an "insured"; and
 - b. Nights the "residence premises" was occupied, in whole or in part, by tenants. This does not include an "insured" or any "family member."

You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for release of the data or records.

C. Policy Term

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

D. Recovered Property

In the event we pay for a covered loss to property and the property is recovered, we will offer you an opportunity to buy it back for the amount we paid.

E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

F. Changes

1. This policy contains all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. Our request for an appraisal or examination will not waive any of our rights.
3. You have a duty to report to us all changes, including additions and deletions, in policy information. This includes, but is not limited to, the information listed in paragraphs 1. through 5. of this paragraph, **F. Changes**. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease may include:

- a. Changes in “family members” use and regular operators’ use of owned “watercraft” or “watercraft” furnished for use for more than 30 days;
 - b. Changes in mooring location, storage location, or location of use of any “watercraft” shown in a schedule in an endorsement to this policy;
 - c. The construction of any additional “other structures” on the “residence premises”;
 - d. The construction of any additions, alterations or renovations to existing “dwellings” or “other structures” on the “residence premises”;
 - e. Change of occupancy of any “dwelling” or “other structures” on the “residence premises”; or
 - f. Changes in coverage, loss settlement, deductibles or limits.
4. If a change resulting from paragraphs 1., 2. or 3. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
5. If we make a change which broadens coverage under this edition of your policy without an additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph 5. does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through the introduction of:
- a. A subsequent edition of your policy; or
 - b. An amendatory endorsement.

G. Fraud or Misrepresentation

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy at any time, including after an accident or loss, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. This means that we will not be liable for any loss to property, claims or “damages” that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or
3. Engage in fraudulent conduct;

in connection with a requested change, we may void the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after an accident or loss.

When we have not voided or reformed the policy, we may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

H. Conformity to Law

If any part of this policy conflicts with state or local law, this policy is amended to conform to those laws.

I. Conformity to Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from applying insurance.

J. Liberalization Clause

If a change is made which broadens coverage under this edition of our policy without any premium charge, the change will automatically apply to your policy as of the date we made the change in your state.

K. Bankruptcy

Bankruptcy or insolvency of an “insured” will not relieve us of our duties under this policy.

L. Death of an Insured

In the event of the death of an “insured,” this policy will cover the legal representative of the deceased for the remainder of the Policy Period unless cancelled. We will cover the legal representative of the deceased only with respect to the premises and property of the deceased covered under this policy at the time of death.

M. Suit Against Us

You agree not to bring legal action against us unless you have first complied with all terms and conditions of this policy. For coverage under **SECTION II – PROPERTY COVERAGE**, you also agree to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined, or within one year after the date the loss has been denied in whole or in part.

For coverage under **SECTION III – LIABILITY COVERAGE**, you also agree not to bring any action against us until the amount of “damages” you are legally obligated to pay has been finally determined after an actual trial or appeal, if any, or by a written agreement between you, us and the claimant. No person or organization has any right under this policy to bring us into any action to determine the liability of an “insured.”

N. Loss Payment

We will pay you within 30 days once an agreement with you is reached and you have complied with **Your Duties After a Loss** condition. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

O. Mediation or Appraisal

If you and we fail to agree on the amount of loss, either may:

1. Demand mediation of the claim, prior to taking legal action. The request must state:

- a. Why mediation is being requested; and
- b. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after a party has given notice of a demand to mediate the dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within forty-five (45) days of the mediation request. If feasible, the conference may be held by telephone.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

- a. Have authority to make a binding decision; and
- b. Mediate in good faith.

If the mediator determines that both parties have mediated in good faith, the costs of the mediation shall be shared equally by both parties.

2. Demand an appraisal of the loss. In this event, each party will choose a competent impartial appraiser with no financial interest in the outcome of the decision within twenty (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 fifteen (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 the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three parties will set the amount of the loss.

Each party will:

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

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

P. Other Insurance

1. If a loss covered under **SECTION II – PROPERTY COVERAGE** of this policy is also covered by:
 - a. Other insurance issued by other than a subsidiary or affiliate of the W.R. Berkley Corporation; 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.
 - b. A service agreement; this insurance 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 by insurance.
 - c. Other insurance issued by a subsidiary or affiliate of the W.R. Berkley Corporation; 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 unless stated elsewhere in this policy that only one of the policies will apply. However, when both Collectible Suite coverage and “contents” coverage apply to a covered loss, the amount of coverage will be the combined total of “contents” coverage, subject to special limits and all policy provisions, and the Collectible Suite Coverage.
 - d. Other insurance, a service agreement, a protection plan or a guarantee provided by, on behalf of, or through a home-sharing network platform, or similar entity, covering the same property covered by this policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.

In no case will duplicate payments be made. We will not pay for any loss for any item that is specifically scheduled and insured under another policy.

2. Any coverage under **SECTION III - LIABILITY COVERAGE** will be 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. However, if this policy and any other liability insurance issued to you by us, other than insurance written specifically to cover as excess over the limits of those policies, apply to the same “occurrence,” the maximum limit of our liability under all of the policies shall not exceed the highest applicable limit of liability under any one policy.

As used in this **Other Insurance** provision, “other valid and collectible insurance” includes a protection plan or guarantee provided by or on behalf of or through a home-sharing network platform or similar entity covering such rental activities.

Q. Mortgage Clause

1. If a mortgagee is named in this policy, any covered loss to “dwelling” or “other structures” will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named in this policy, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.
3. If we decide to cancel or not renew this policy, we will notify the mortgagee at least thirty (30) days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee’s claim.

R. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on your Declarations. Proof of mailing will be sufficient proof of notice.

 - a. When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for any reason by letting you know at least ten (10) days before the date cancellation takes effect.
 - c. When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:

 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least thirty (30) days before the date cancellation takes effect.
 - d. When this policy is written for a period of more than one (1) year, we may cancel for any reason at anniversary by letting you know at least thirty (30) days before the date cancellation takes effect.
3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

S. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown on your Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

T. 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 in this policy.

U. Our Right to Recover Payment

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

You may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

V. Abandonment of Property

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

W. Previously Damaged Property

Any payment we make for a covered loss to covered property will be reduced by the amount paid by any insurer, including us, for a previous loss to the same covered property if you failed to properly repair or replace the covered property.

RENTER SUITE POLICY

Your Renter Suite Policy - Quick Reference

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INSURING AGREEMENT

This contract together with your Declarations Page and any endorsements complete the policy. Berkley Insurance Company will provide the insurance described in this policy in return for payment of the premium and compliance with all applicable provisions of the policy.

SECTION I – DEFINITIONS

In this policy, "you" and "your" refer to the "insured" shown on your Declarations and if the "insured" is an individual, his or her spouse if a resident of the same household. "Spouse" means your marriage partner, domestic partner, or party with whom you have entered into a by civil union as recognized under state law. "We," "us" and "our" refer to the Company providing this insurance.

In addition, certain words and phrases are defined below. When used throughout the policy those defined words will be in quotation marks.

A. "Account funds" means funds from any personal account held at a financial institution or credit line issued in the name of you or a "family member." "Account funds" does not mean cryptocurrency, electronic currency or their physical representations.

B. "Additions and alterations" means building additions, alterations, fixtures, improvements and items of real property that are part of the building contained within the insured unit as defined by the lease.

C. "Aircraft" means any device used or designed for flight. "Aircraft" does not include model or hobby craft not used or designed to carry people or cargo or any "unmanned aircraft."

D. "Bodily injury" means physical bodily harm, sickness or disease. This includes required care, loss of services and resulting death.

E. "Business" means:

1. A trade, occupation or profession engaged in on a full-time, part-time or occasional basis; or
2. Any activity engaged in for money or other compensation.

This does not include "incidental business."

F. "Communicable disease" means any infectious, contagious or transmissible disease, illness, sickness or virus that can be contracted, transmitted or transferred directly or indirectly by any means.

G. "Contents" means tangible personal property you or a "family member" own or possess.

H. "Cyber event" means the following:

1. Any threat or attempt, or series of threats or attempts, to gain unauthorized access to a computer or electronic device;
2. Any threat to transmit or the transmission of malicious code regardless of effect to a computer or electronic device;
3. "Denial of service attack";
4. Any unauthorized access into any computer or any electronic device for any reason, including but not limited to access to or use of "protected information" or financial information;
5. Any demand or series of demands for money or other consideration to restore a computer or electronic device; or
6. Any action or inaction by an "insured," whether intentional or accidental, in response to a communication received on a computer or electronic device which results in unauthorized use of or access to digital assets, "protected information," financial information, or cryptocurrency.

I. "Damages," as respects **SECTION III – LIABILITY COVERAGE**, means monetary compensation to satisfy any "personal injury," "bodily injury" or "property damage" caused by an "occurrence" covered by this policy, whether settled by us or agreed in writing by us, or resolved by judicial review. "Damages" does not include injunctive relief, declaratory relief, restitution, attorney's fees, fines, penalties and punitive or exemplary damages.

J. "Deductible" means the amount you are responsible to pay for any covered loss we pay.

K. "Denial of service attack" means an event caused by unauthorized interference with or a malicious attack on a computer or electronic device that overwhelms the capacity of any computer or any electronic device by sending excessive volume of data to such computer or electronic device in order to deny, restrict or hinder access to such computer or electronic device.

L. "Drains" means plumbing designed to remove water from the building.

M. "Family member" means a person related to you by blood, marriage, domestic partnership or civil union recognized under state law, or adoption who is a resident of your household. This includes a ward or foster child.

- N. "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."
- O. "Ground water" means water or water-borne material below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structures.
- P. "Incidental business" means "incidental business at your residence premises," "incidental business away from your residence premises," and "incidental farming."
- Q. "Incidental business at your residence premises" means the "business" of renting to others the "residence premises" listed on your Declarations. "Incidental business at your residence premises" also means a "business" activity, other than farming, conducted in whole or in part, on the "residence premises" which must:
 - 1. Not yield gross revenues in excess of \$10,000 in any year, except for the "business" activity of managing your or a "family member's" personal investments, regardless of where the revenues are produced;
 - 2. Have no employees subject to any workers' compensation, unemployment compensation disability benefits, or other similar laws; and
 - 3. Conform to federal, state and local laws.
- R. "Incidental business away from your residence premises" means a self-employed "business" activity such as babysitting, lawn care, newspaper delivery, and caddying. Any of these activities must:
 - 1. Not yield gross revenues in excess of \$10,000 in any year;
 - 2. Have no employees subject to any workers' compensation, unemployment compensation, disability benefits, or other similar laws; and
 - 3. Conform to federal, state and local laws.
- S. "Incidental farming" means a farming activity which meets all of the following requirements:
 - 1. The farming activity is incidental to your use of the "residence premises" as your residence;
 - 2. The farming activity does not employ others for more than 1,250 hours of farm work during the policy period;
 - 3. The farming activity does not produce more than \$25,000 in gross annual revenue from agricultural operations; and
 - 4. If the farming activity involves the raising and caring of animals, then the farming activity:
 - a. Does not yield more than \$25,000 in gross annual revenues;
 - b. Does not involve more than 25 sales transactions during the policy period; and
 - c. Does not involve the sale of more than 50 animals during the policy period.
- T. "Insured" means you or a "family member." "Insured" also means any entity created by you for the sole purpose of owning all or part of a "residence premises," vehicle or "watercraft" covered under this policy. As respects **SECTION III – LIABILITY COVERAGE**, an "insured" also includes any individual or other legal entity given permission by you, a "family member" or an entity created by you for the sole purpose of owning a vehicle or a "watercraft" covered under this policy, to use a vehicle or "watercraft" covered under this policy with respect to their legal responsibility arising out of its use.
- U. "Medical expenses," as used in **SECTION III – LIABILITY COVERAGE**, includes reasonable charges for:
 - 1. Medical;
 - 2. Surgical;
 - 3. X-ray;
 - 4. Dental;
 - 5. Ambulance;
 - 6. Hospital;
 - 7. Professional nursing;
 - 8. Prosthetic devices;
 - 9. Funeral services;
 - 10. First aid; and
 - 11. Rehabilitation.
- V. "Occurrence," as used in **SECTION III – LIABILITY COVERAGE**, means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "personal injury," "bodily injury" or "property damage" during the policy period.
- W. "Personal injury" means injury or death arising out of one or more of the following:
 - 1. "Bodily injury";
 - 2. Unlawful detention, false imprisonment or false arrest;

- 3. Shock or emotional distress, mental anguish, or mental injury;
 - 4. Invasion of privacy;
 - 5. Defamation, libel or slander;
 - 6. Malicious prosecution;
 - 7. Wrongful entry or eviction; or
 - 8. Assault and battery when committed with the intent of protecting persons.
- X.** "Property damage," as used in **SECTION III – LIABILITY COVERAGE**, means physical injury to, destruction of, or loss of use of tangible property.
- Y.** "Protected information" means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person's financial accounts or medical record information.
- Z.** "Reconstruction cost" means the lesser of the amount required at the time of the loss to repair or replace covered property at the same location with materials and workmanship of like kind and quality. "Reconstruction cost" does not include deduction for depreciation or any amount required to comply with the enforcement of any ordinance or law. It also does not include any amount required for the excavation, replacement or stabilization of land under or around a structure.
- AA.** "Recreational motor vehicle" means a:
- 1. Motorized land vehicle not owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing;
 - 2. Motorized land vehicle owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing, and which is used solely on the "residence premises";
 - 3. Toy designed for a child's use that is not subject to motor vehicle registration and is built not to exceed 15 miles per hour on level ground;
 - 4. Golf cart used as a means of travel about the "residence premises," the "residence premises" community or a golf course for golfing purposes; or
 - 5. Vehicle used to assist the handicapped and not designed for or required to be registered for use on public roads.
- BB.** "Residence premises" means the rented dwelling or apartment where you reside, at the address shown on your Declarations.
- CC.** "Short-term rental" means the renting to others of the "residence premises" two or more times in a policy period for less than 90 days per rental transaction.
- DD.** "Surface water" means flood, waves, tidal water, overflow of a body of water, accumulated rainwater or snowmelt on the ground, or spray from any of these, whether or not driven by wind.
- EE.** "Unmanned aircraft" and "drone" mean an "aircraft" that is not:
- 1. Designed;
 - 2. Manufactured; or
 - 3. Modified after manufacture;
- to be controlled directly by a person from within or on the "aircraft."
- FF.** "Watercraft" means a boat or craft principally designed to be propelled on, over or under water. A model boat or hobby craft not used or designed to carry people is not considered a "watercraft."

SECTION II – PROPERTY COVERAGE

A. Perils Insured Against

We insure against all risks of sudden and accidental direct physical loss or damage to your "additions and alterations" and "contents" unless stated otherwise or an exclusion applies.

B. Coverage and Loss Settlement

You agree that we may change the coverage limits shown on your Declarations if the policy is renewed, or when appraisals are conducted, to reflect current cost and values.

1. Additions and Alterations

- a. If Replacement Cost is shown as the valuation method shown on your Declarations, we will pay the "reconstruction cost" for your:
 - (1) "Additions and alterations";

- (2) Property that is your insurance responsibility under a corporation or association of property owners' agreement; and
- (3) Structures owned solely by you, other than the "residence premises" at the location of the "residence premises";
up to the coverage limit shown for Additions and Alterations on your Declarations. We will pay this amount in the event of a covered loss whether or not you repair or rebuild such property.
- b. If Extended Replacement Cost is shown as the valuation method shown on your Declarations, we will pay the "reconstruction cost" for your:
 - (1) "Additions and alterations";
 - (2) Property that is your insurance responsibility under a corporation or association of property owners' agreement; and
 - (3) Structures owned solely by you, other than the "residence premises" at the location of the "residence premises";
up to 50% more than the coverage limit shown for Additions and Alterations on your Declarations. However, the most we will pay is the coverage limit shown on your Declarations if:
 - (1) You do not begin to repair or rebuild the property covered in this paragraph b. within 180 days from the date of loss unless an alternate timeframe is agreed upon by us in writing; or
 - (2) If you do not maintain at least the amount of coverage for the "additions and alterations" as previously agreed to, including any adjustments we make based on appraisals or revaluations.

2. Contents

The most we will pay for a covered loss to "contents" is the lesser of the amount required to repair or replace the "contents" without application of depreciation up to the amount of coverage for "contents." However, if the "contents" are or were obsolete or unusable as a result of their age or condition, depreciation will be applied.

The amount of coverage for "contents" depends on where the loss occurs. For a covered loss to "contents" that occurs:

- a. At a "residence premises" listed on your Declarations, we will pay up to the coverage limit for "contents" at that location for each covered loss;
- b. At a residence that an "insured" owns or lives at that is insured under another policy that provides coverage for "contents," we will not pay any amount under this policy;
- c. Away from any residence that an "insured" owns or lives at, payment will be made the highest "contents" limit of any single residence listed on a policy issued to you by a subsidiary or affiliate of the W. R. Berkley Corporation regardless of the number of policies providing you with "contents" coverage; or
- d. At a residence that an "insured" owns or lives at that does not have insurance coverage for "contents," payment will be made up to 10% of the "contents" limit of any single residence listed on a policy issued to you by us or by a subsidiary or affiliate of the W. R. Berkley Corporation regardless of the number of policies providing you with "contents" coverage. There is no coverage provided under this paragraph d. for loss to "contents" caused by wind. These limitations do not apply:
 - (1) If the "contents" were moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
 - (2) To "contents" in a newly acquired residence for the sixty (60) days immediately after you begin to move your "contents" there.

3. Special Contents Limitation for Loss to a Pair or Set or Parts

In addition to the limitations above and the **Special Limits of Liability for Contents**, for a covered loss to a pair or set, we will pay the least of:

- a. The cost to replace any part to restore the pair or set to its value before the loss;
- b. The cost to repair any part to restore the pair or set to its value before the loss; or
- c. The difference between the market value of the pair or set before and after the loss.

However, if you agree to give us the remaining undamaged article(s) of the pair, set or part and we agree to accept it, we will pay the cost to replace the entire pair, set or part. These payments do not increase your coverage amount for "contents."

4. Special Limits of Liability for Contents

These limits do not increase the amount of coverage for your "contents." The special limit shown for each category below is the most that will be paid for each covered loss to "contents" in that category regardless of the number of policies issued to you by a subsidiary or affiliate of the W.R. Berkley Corporation. Coverage under this part is subject to the **Coverage and Loss Settlement** provisions for **Contents** and **Special Contents Limitation for Loss to a Pair or Set or Parts.**

- a. Money, bank notes, store value cards, bullion, gold other than goldware, silver other than silverware, and platinum - \$2,500.

This limit is increased to \$10,000 for bank notes, bullion, gold other than goldware, silver other than silverware, and platinum that are stored in a locked home safe located on the "residence premises" or in a bank vault or bank safe deposit box.

This limit does not include cryptocurrency, electronic currency or their physical representations.

- b. "Watercraft," including their trailers, furnishings, equipment and outboard engines or motors - \$10,000.

- c. Trailers not used with "watercraft" - \$5,000.

- d. Grave markers or mausoleums - \$5,000.

- e. Securities, letters of credit, evidences of debt, accounts, deeds, notes other than bank notes, manuscripts, negotiable papers, passports, tickets - \$5,000.

- f. Jewelry, watches, precious stones or semi-precious stones, whether set or unset, that are lost, misplaced or stolen - \$10,000.

However, when this property is located in a bank vault or bank safe deposit box, for a covered loss payment will be made based on "contents" away from any residence pursuant to paragraph **2.c.** of this part, **B. Coverage and Loss Settlement.**

- g. Furs that are lost, misplaced or stolen - \$5,000.

- h. Guns that are lost, misplaced or stolen - \$5,000.

- i. Silverware, goldware, pewterware or trophies that are lost, misplaced or stolen - \$10,000.

- j. Golf carts - \$5,000.

- k. Collectible stamps, coins, and medals - \$5,000.

However, when property in this category is stored in a bank vault or bank safe deposit box, for a covered loss payment will be made based on "contents" away from any residence pursuant to paragraph **2.c.** of this part, **B. Coverage and Loss Settlement.**

- l. Wine and Spirits - \$10,000.

- m. The following special limit applies only to breakage losses for crystal, china, porcelains, figurines, statues, sculptures, mirrors, glassware, bric-a-brac and similar items - \$10,000.

5. Deductibles

Unless otherwise noted in this policy or an endorsement, the greater of the base "deductible" or one of the Special Deductibles shown on your Declarations or in an endorsement is the amount of a covered loss you will pay.

Waiver of Deductible

We will waive the base "deductible" for a covered loss greater than \$50,000 if the base "deductible" shown on your Declarations is \$25,000 or less. This waiver of "deductible" does not apply to:

- a. The construction "deductible" or to any Special Deductible shown on your Declarations;
- b. For losses covered under **SECTION II – PROPERTY COVERAGE, Additional Coverages, Back up of Sewers and Drains;** or
- c. For losses covered under **SECTION II – PROPERTY COVERAGE, Additional Coverages, Overflow of Sump Pit.**

Construction Deductible

If at any time during the policy period:

- a. You are constructing or renovating "additions and alterations" or
- b. You are constructing or renovating "additions and alterations" and the cost will equal or exceed the greater of:
 - (1) \$50,000; or
 - (2) 10% of the coverage amount for Additions and Alterations coverage shown on your Declarations;

and have not notified us of such construction, then the greater of:

- a. The base "deductible"; or
- b. A construction "deductible" of 5% of the amount of coverage for Additions and Alterations coverage shown on your Declarations at the time of the loss;

applies. The construction "deductible" will apply with, and does not take the place of, any other applicable Special Deductible shown on your Declarations or an endorsement. It is your duty to notify us at the beginning of, throughout, and at the completion of construction so that the amount of coverage for your "additions and alterations" can be adjusted to maintain an appropriate amount of coverage based on the construction cost information you provide. This is to reduce the possibility of being underinsured.

Special Short-Term Rental Deductible

If at any time during the policy period, the "residence premises" becomes a "short-term rental" and you have not notified us of such change in occupancy, then the greater of:

- a. The base "deductible"; or
- b. A special "short-term rental" "deductible" of 5% of the total of your Contents coverage amount as shown on your Declarations and Additions and Alterations coverage amount as shown on your Declarations applies if the loss arises from "short-term rental" activities. The special "short-term rental" "deductible" will apply with and does not take the place of any other applicable Special Deductible shown on your Declarations or an endorsement.

It is your duty to notify us of any change in occupancy of the "residence premises."

C. Additional Coverages

These **Additional Coverages** are subject to part **B. Coverage and Loss Settlement** and part **D. Exclusions**. Your "deductibles" apply to these coverages unless otherwise indicated.

1. Loss of Use

- a. If a covered loss to your "contents" or "additions and alterations" makes the "residence premises" not fit to live in, we cover the following:

(1) Additional Living Expense

- (a) If the "residence premises" is your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- (b) If the "residence premises" is not your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the "residence premises."

Additional Living Expense includes the boarding of your domestic animals not primarily owned or kept for business use.

We cover this increase for the shortest reasonable amount of time required to restore the "residence premises" to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time required for your household to settle elsewhere. However, if you are constructing or renovating "additions and alterations" at the time of a covered loss, we only cover the increase in your normal living expenses incurred by you for the reasonable amount of time required to restore the "additions and alterations" to their condition prior to the covered loss.

(2) Fair Rental Value

Fair Rental Value is the amount of rent shown on a signed lease agreement less any expenses that do not continue while the "residence premises" is not fit to live in. Payment for Fair Rental Value will be for the shortest reasonable time required to restore the "residence premises" to a habitable condition.

- b. Civil Authority

- (1) If you are forced to evacuate your "residence premises" as a result of a covered loss or a reasonable threat of loss caused by a Peril Insured Against in **SECTION II – PROPERTY COVERAGE**; or
- (2) If a civil authority prohibits you from use of the "residence premises" as a result of a direct loss to neighboring premises caused by a Peril Insured Against in **SECTION II - PROPERTY COVERAGE**;

we will reimburse you for the reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for up to 30 days. This includes the boarding of your domestic animals not primarily owned or kept for "business" use. We also cover any loss in fair rental value for up to 30 days if your "residence premises" is usually held for rental.

The periods of time under **a.(1) Additional Living Expense**, **a.(2) Fair Rental Value** and **b. Civil Authority** above are not limited by expiration of this policy.

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

A "deductible" does not apply to this coverage.

2. Back Up of Sewers and Drains

We will pay for direct physical loss or damage to property caused by water which backs up through sewers, or "drains" located within the fully enclosed perimeter of the foundation of a building on the "residence premises."

This additional coverage does not include any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to a loss caused by "surface water" or "ground water."

These payments do not increase your coverage amount.

3. Construction Materials

We will pay for a covered loss to construction materials and supplies owned by you and located at the "residence premises" shown on your Declarations for use in the repair, alteration, or construction of your "residence premises."

These payments do not increase your coverage amount.

4. Data Replacement

We will pay up to \$5,000 for expenses you incur to replace your personal data stored on a personal computer or portable computing device lost as a result of a covered direct physical loss to the personal computer or portable computing device. These payments do not increase your coverage amount. In the event that you have purchased coverage, either as an endorsement to this policy or in another policy, that provides more specific coverage for data replacement, this coverage will be excess over such more specific coverage.

5. Debris Removal

We will pay the reasonable expenses you incur to remove debris of covered property resulting from a covered loss from the "residence premises."

6. Ensuing Fungi or Bacteria

For a covered loss we will not pay more than \$20,000 for fungi or bacteria remediation expenses described below or the amount shown on your Declarations, if different, regardless of the number of claims. This fungi or bacteria remediation expenses limit does not increase your coverage amount for the covered loss.

This fungi or bacteria remediation expenses limit does not apply to "fungi" or bacteria resulting from a covered loss caused by fire or lightning.

Fungi or bacteria remediation expenses are the reasonable and necessary costs for:

- a. Testing and monitoring the air or property to confirm the absence, presence or level of "fungi" or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be paid only to the extent that there is a reason to believe that there is the presence of "fungi" or bacteria;
- b. Developing a "fungi" or bacteria remediation plan; and implementing that "fungi" or bacteria remediation plan including the cleanup, removal, containment, treatment, or disposal of "fungi" or bacteria;
- c. Tearing out and replacing any part of covered property as needed to gain access to the "fungi" or bacteria beyond that which is required to gain access to covered property physically damaged by a covered loss;
- d. Removing debris of covered property containing "fungi" or bacteria beyond that which is required to remove debris of the covered property physically damaged by a covered loss; and
- e. Repairing or replacing covered property containing "fungi" or bacteria beyond that which is required to repair or replace the covered property physically damaged by a covered loss.

Fungi or bacteria remediation expenses also includes coverage for loss of use of your "residence premises" resulting from "fungi" or bacteria up to 20% of the total fungi or bacteria remediation expenses limit. "Loss of use," under this **Ensuing Fungi or Bacteria** coverage, means:

- a. The necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living while your "residence premises" is uninhabitable; and
- b. For a "residence premises" that is rented out, the amount of rent shown on a signed lease agreement, less any expenses that do not continue, while your "residence premises" is uninhabitable.

7. Fire or Police Department Service Charge

We will pay the charges imposed by law or assumed in writing for police or fire department charges. This coverage applies when the police or fire department is called to save or protect your "residence premises" listed on your Declarations. Your "deductible" does not apply to this coverage. These payments do not increase your coverage amount.

8. Food or Wine Spoilage

We will cover food or wine that is contained or stored in a refrigerator or freezer at your "residence premises" which spoils due to:

- a. Changes or extremes in temperature caused by an interruption of the power supply; or
- b. Caused by the mechanical or electrical breakdown of refrigeration equipment.

For a covered loss to wine, we will not pay more than \$10,000. These payments do not increase your coverage amount.

9. Incidental Business Property

We will pay up to the coverage limit shown on your Declarations for a covered loss to property owned or leased by you and used for an "incidental business" at your residence premises" or for "incidental farming" conducted at a "residence premises" listed on your Declarations. However, this Incidental Business Property coverage does not include any "drones" or similar "unmanned aircraft," whether used in whole or in part in "business" or any "incidental business."

10. Landscaping

We will pay for damage to landscaping at your "residence premises" up to 5% of the coverage limit shown on your Declarations for Contents at the "residence premises" at which the covered loss occurs, but no more than \$5,000 for any one tree, shrub or plant. Landscaping does not include forestry or brush. We will pay only for losses caused by:

- a. Aircraft;
- b. Fire, lightning or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the "residence premises"; or
- e. Theft, attempted theft, vandalism or malicious mischief.

This additional coverage applies only if you repair or replace the damaged landscaping within 180 days of the date of loss unless an alternate timeframe is agreed upon by us in writing.

11. Tree Removal

Unless covered elsewhere under this policy, we will pay up to a total of \$1,500 to remove trees at your "residence premises" and solely owned by you which are fallen due to wind, hail, sleet or the weight of ice or snow when the tree does not damage the "residence premises."

Your base "deductible" does not apply to this coverage. This waiver of "deductible" does not apply to any special "deductibles."

12. Lock Replacement

If the keys or remote unlocking devices to the "residence premises" listed on your Declarations are lost or stolen, we will pay up to \$1,500 toward the cost to re-key or replace the locks or remote unlocking devices to that "residence premises." Your "deductible" does not apply to this coverage.

13. Precautionary Repairs

We will pay the reasonable expenses incurred by you for the necessary measures taken to protect covered property that is damaged by a covered peril, from further damage. These payments do not increase your coverage amount.

14. Property Removal

We will pay the reasonable expenses you incur to move "contents" from a "residence premises" to protect the "contents" from damage from a covered loss.

15. Property of Domestic Staff and Guests

We cover the personal property of your domestic staff and your guests while the property is located at your "residence premises" listed on your Declarations. These payments do not increase your coverage amount.

16. Rebuilding to Code

After a covered loss to property other than "contents," we will pay the necessary cost for you to comply with any law or ordinance requiring or regulating the:

- a. Repair, replacement, or rebuilding of the damaged portion of the covered property, made necessary by the covered loss;
- b. The demolition, replacement, or rebuilding of the undamaged portion of the covered property, necessary to complete the replacement, repair or rebuilding of the damaged portion of the covered property; and
- c. The demolition of the undamaged portion of covered property when the covered property must be totally demolished including removal of any resulting debris.

This coverage only applies if you choose to repair, rebuild or replace the covered property at the loss location.

17. Overflow of Sump Pit

We will pay for physical loss or damage to covered property caused by water which overflows from a sump pit located within the fully enclosed perimeter of the foundation of a building on the "residence premises" if such overflow results from the failure of the sump pump. Failure of a sump pump includes:

- a. Mechanical failure of the sump pump;
- b. Power outage or interruption of power to the sump pump; and
- c. Inability of the sump pump to keep up with the inflow of "ground water" to the sump pit.

This additional coverage does not include any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to a loss caused by "surface water" or "ground water" except for "ground water" which enters through the sump pit below ground.

These payments do not increase your coverage amount.

18. Account Funds

We will pay up to \$10,000 per policy period for loss to your personal "account funds":

- a. Resulting from theft or unauthorized withdrawal or disbursement, including unauthorized electronic fund transfers;
- b. Caused by forgery or alteration of any check or negotiable instrument; or
- c. Caused by accepting in good faith any counterfeit paper currency.

However, we will not pay for withdrawals or disbursements made by you or a "family member" or in excess of an amount authorized by you or a "family member." We will also not pay when passwords, personal identification numbers (PINs) or other information used to access your or a "family member's" "account funds" is lost, misplaced or forgotten by you or a "family member."

D. Exclusions

The following exclusions apply to **SECTION II – PROPERTY COVERAGE**:

1. Aircraft

We do not cover any loss to an "aircraft" or "unmanned aircraft" or their parts, whether or not attached to the "aircraft" or the "unmanned aircraft." However, this exclusion does not apply to "unmanned aircraft":

- a. That weigh less than 11 pounds;
- b. Are used for hobby and recreational purposes only; and
- c. Are operated and, if applicable, registered, in accordance with community-based or Federal Aviation Administration regulation and safety guidelines.

2. Business Property

We do not cover any loss to “business” property, except “incidental business” property as defined in **C. Additional Coverages**.

3. Cryptocurrency

We do not cover any loss to cryptocurrency, electronic currency or their physical representations.

4. Cyber Event

We do not cover any loss arising out of a “cyber event.” However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

5. Governmental Action

We do not cover any loss caused by governmental action. Governmental action means the destruction, confiscation or seizure by order of any government or public authority. This exclusion does not apply to such acts ordered by any governmental or public authority that are taken to prevent the spread of fire.

6. Computer Error

We do not cover any cost to correct an error, malfunction, or deficiency in programming or instructions to any computer or any electronic device or in the computer or electronic device itself. However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

7. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act by you or a “family member,” or by a person directed by you or a “family member.”

8. Earth Movement

We do not cover any loss to your “additions and alterations” caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by earth movement. Earth movement means:

- a. Earthquake, including land shock waves or tremors, before, during or after a volcanic eruption;
- b. Landslides;
- c. Mudflows;
- d. Mudsildes; and
- e. The sinking, rising, or shifting of land.

However, we do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies.

9. Faulty, Inadequate or Defective Planning

We do not cover any loss caused by faulty acts, errors or omissions of you or any other person in maintenance, construction or planning. It does not matter whether the faulty acts, errors or omissions take place on or off the “residence premises.”

However, we do insure ensuing covered loss to covered property unless another exclusion applies. Planning includes surveying, placing, zoning, setting specifications, designing, compacting, developing property and establishing construction standards and building codes. Construction includes parts, equipment, workmanship and materials used for construction or repair.

10. Financial loss

We do not cover any financial loss except as provided for under **SECTION II - PROPERTY COVERAGE, C. Additional Coverages, Account Funds**.

11. Fungi, Wet or Dry Rot, or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of “fungi,” wet or dry rot, or bacteria. This includes the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of “fungi,” wet or dry rot, or bacteria.

This exclusion does not apply to:

- a. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Ensuing Fungi or Bacteria;**
- b. “Fungi” or bacteria resulting from fire or lightning unless another exclusion applies; or
- c. Ensuing covered loss unless another exclusion applies.

12. Wear and Tear, Deterioration or Mechanical Breakdown

We do not cover any loss caused by:

- a. Wear and tear, marring, deterioration;
- b. Warping, rust or, other corrosion;
- c. Mechanical breakdown;
- d. Latent defect;
- e. Inherent vice; or
- f. Any quality in property that causes it to damage or destroy itself.

However, we do insure ensuing covered loss unless another exclusion applies.

13. Intentional Loss

We do not cover any loss arising out of any act or omission an “insured” commits or conspires to commit with the intent to cause a loss. An intentional act or omission is one whose consequences could have been foreseen by a reasonable person. This exclusion only applies to an “insured” who commits or conspires to commit an act with the intent to cause a loss.

14. Loss by Birds, Vermin, Rodents or Insects

We do not cover any loss caused by:

- a. Birds, insects, vermin or rodents; or
- b. Domestic animals owned or kept by you or a “family member,” except loss to glass that is part of a storm window, storm door, or building.

But we do insure ensuing covered loss unless another exclusion applies.

15. Loss to Fish, Birds or Animals

We do not cover any loss to fish, birds or other animals.

16. Motorized Land Vehicles

We do not cover any loss to a motorized land vehicle, other than a “recreational motor vehicle.”

17. Neglect

We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

18. Nuclear Hazard

We do not cover any loss caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, we do cover ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

19. Pollution or Contamination

We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by the:

- a. Discharge;
- b. Dispersal;
- c. Seepage;
- d. Migration;
- e. Release; or
- f. Escape;

of pollutants. We do not cover the cost to extract pollutants from water or land, or the cost to remove, restore or

replace polluted or contaminated water or land. But we do cover damage caused by heat, smoke or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be. A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

20. Property of Others

We do not cover any loss to property of roomers, boarders or tenants. This exclusion does not apply to property of roomers or boarders related to an "insured."

21. Renovations and Repairs

We do not cover any loss caused by renovating, refinishing or repairing any kind of "contents." This exclusion does not apply to jewelry, watches, and furs.

22. Structural Movement

We do not cover any loss caused by the settling, shrinking, bulging or expansion, including resultant cracking, of the following:

- a. Bulkheads;
- b. Pavements, patios;
- c. Footings, foundations; or
- d. Walls, floors, roofs or ceilings.

However, we do insure ensuing covered loss unless another exclusion applies.

23. War

We do not cover any loss caused directly or indirectly by war. War includes the following and any consequence(s) of any of the following:

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

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

24. Watercraft

We do not cover any loss caused by the stranding, swamping, sinking, capsizing, upset or collision of a "watercraft" or its trailer, or outboard motor. We also do not cover any loss caused by collision of a "watercraft" other than collision with a land vehicle unless another exclusion applies.

25. Surface Water and Ground Water

We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by "surface water" or "ground water," including "surface water" or "ground water" which backs up through sewers or "drains" or "surface water" or "ground water" which overflows from a sump pit.

This exclusion does not apply to:

- a. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Back Up of Sewers and Drains;**
- b. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Overflow of Sump Pit;**
- c. "Contents" away from any residence you own or live at; or
- d. Ensuing covered loss unless another exclusion applies.

26. Temperature, Dampness or Humidity

We do not cover any loss caused by extremes of temperature, dampness, humidity or dryness of atmosphere, or water vapor to your "contents" or "additions and alterations." This exclusion does not apply to:

- a. Loss caused directly by rain, sleet, snow or hail; or
- b. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Food or Wine Spoilage.**

27. Water Damage as a Result of Failure to Maintain Heat

We do not cover any loss caused by water freezing in plumbing, heating or air conditioning system or household appliance if you have not used reasonable care to maintain heat in the "residence premises." This includes closing and draining the water system or appliances if the "residence premises" is vacant, unoccupied or "additions and alterations" are being constructed or renovated.

28. Communicable Disease

We do not cover any loss, expenses or consequences caused by the actual or alleged existence of, presence of, contact with or fear of any "communicable disease."

SECTION III – LIABILITY COVERAGE

A. Personal Liability

We will pay "damages" for "personal injury" or "property damage" for which any "insured" is legally obligated to pay caused by an "occurrence" anywhere in the world to which this coverage applies. "Damages" include prejudgment interest awarded against the "insured." We will also provide a defense at our expense even if the suit is groundless, false or fraudulent. We may investigate and settle or defend, as we consider appropriate, any claim or suit at our discretion. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of judgments or settlements. Costs of providing a defense, other than settlement payments, are in addition to the limit of liability. We have no duty to defend any suit or settle any claim for "personal injury" or "property damage" not covered under this policy.

B. Medical Payments to Others

We will pay the necessary "medical expenses" that are incurred or medically ascertained within three (3) years from the date of an accident causing "bodily injury." The most we will pay is shown on your Declarations. This coverage does not apply to you or a "family member," or any employees who are eligible for benefits provided under any workers' compensation; disability benefits; unemployment compensation; or other similar laws.

This coverage applies only:

1. To a person on a "residence premises" with liability coverage listed on your Declarations with the permission of you or a "family member"; or
2. To a person off the "residence premises" if the "bodily injury";
 - a. Arises out of a condition at a "residence premises," or the ways immediately adjoining "residence premises," listed on your Declarations with liability coverage;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a domestic worker in the course of his or her employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured."

"Residence premises" as used in this part, **B. Medical Payments to Others**, means any location shown on your Declarations.

C. Additional Coverages

We cover the following in addition to the liability coverage limit, unless stated otherwise:

1. Claims Expenses

We will pay:

- a. Expenses we incur and court costs taxed against an "insured" in any suit we defend;
- b. Reasonable expenses incurred by an "insured" at our request. This includes actual loss of earnings (but not loss of other income) up to a total of \$50,000, for assisting us in the investigation or defense of a claim or suit;
- c. Premiums on bonds required in a suit we defend. This does not apply to bond amounts more than the liability coverage limit shown on your Declarations. We need not apply for or furnish any bond; 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 liability coverage limit. This only applies to the extent the judgment does not exceed the coverage limit that applies.

2. Damage to Property of Others

Regardless of legal obligation, we will pay up to \$15,000 per "occurrence" to repair or replace the property of others damaged by an "insured."

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

We will pay up to the amount shown on your Declarations per policy period for:

- a. Any amount an "insured" is legally obligated to pay resulting from:

- (1) Theft, loss or unauthorized use of an "account fund"; or
 - (2) Loss caused by forgery or alteration of any check or negotiable instrument.

A loss will not be covered unless all the terms for using the card, check or negotiable instrument are complied with.

- b. Loss caused by accepting in good faith any counterfeit paper currency.

We provide defense coverages for any claim or suit seeking covered damages against you or a "family member" for theft, loss of or unauthorized use of an "account fund." Our obligation to defend any suit seeking covered damages ends when our payment under this coverage equals \$10,000.

4. Fungi/Mold

We cover "damages" any "insured" is legally obligated to pay, up to \$100,000 for each "occurrence," for "bodily injury" or "property damage" arising out of "fungi."

D. Exclusions

The following exclusions apply to **SECTION III – LIABILITY COVERAGE**. If any of the following exclusions applies, we do not provide coverage for damages, defense costs, or any other cost or expense.

1. Motorized Land Vehicles

We do not cover "personal injury" or "property damage" arising out of the:

- a. Ownership;
- b. Maintenance;
- c. Operation;
- d. Use; or
- e. Loading or unloading;

of any motorized land vehicle. This exclusion does not apply to "recreational motor vehicles" except when they are used during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity, or timed event of any kind; or on a racetrack, test track or other course of any kind.

2. Aircraft

We do not cover "personal injury" or "property damage" arising out of the:

- a. Ownership;
- b. Maintenance;
- c. Operation;
- d. Use;
- e. Loading or unloading; or
- f. Towing;

of any "aircraft" or of any "unmanned aircraft." However, this exclusion does not apply to "personal injury" or "property damage" arising out of "unmanned aircraft":

- a. That weigh less than 11 pounds;
- b. Are used for hobby and recreational purposes only; and
- c. Are operated and, if applicable, registered, in accordance with community-based or Federal Aviation Administration regulation and safety guidelines.

3. Watercraft

We do not cover "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or towing of any "watercraft":

- a. That is over 26 feet in length or has more than 50 horsepower, owned or controlled, directly or indirectly, by an "insured," other than "watercraft" furnished or rented to an "insured" for less than 30 days;
- b. Used for any "business" or commercial purpose; or
- c. Used for participation in or practice for competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This paragraph c. does not apply to sailing vessels less than 26 feet in length.

4. Non-permissive Use

We do not cover any person who uses a motorized land vehicle or "watercraft" without permission from you or a "family member."

5. Workers' Compensation or Disability

We do not cover any damages or benefits an "insured" is legally obligated to provide under any:

- a. Workers' compensation;
- b. Disability benefits;
- c. Jones Act or General Maritime Law;
- d. Unemployment compensation;
- e. Occupational disease;
- f. Federal Longshore and Harbor Workers' Compensation Act; or
- g. Similar law.

6. Directors Errors or Omissions

We do not cover "personal injury" or "property damage" arising out of an "insured's" actions, errors or omissions as a director or officer of any corporation or organization. However, we do cover "personal injury" or "property damage" arising out of an "insured's" activities:

- a. For a Homeowners, Condominium or Cooperative Association; or
- b. For non-compensated officers or members of a not for profit corporation or organization, unless another exclusion applies.

7. Property in Your Care

We do not cover "property damage" to property owned by, or in the custody, care or control of, an "insured." This exclusion does not apply to "property damage":

- a. Caused by fire, smoke or explosion; or
- b. To a residence that you rent to live in.

8. Insured

We do not cover "personal injury" to you or an "insured" under this policy.

9. Discrimination

We do not cover "personal injury" or "property damage" arising out of actual, alleged or threatened discrimination or harassment due to:

- a. Age;
- b. Race;
- c. National origin;
- d. Color;
- e. Sex;
- f. Creed;
- g. Handicapped status;
- h. Sexual preference; or
- i. Any other discrimination.

10. Molestation, Corporal Punishment or Physical or Mental Abuse

We do not cover "personal injury" or "property damage" arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- a. Molestation, misconduct or harassment;
- b. Bullying, other intimidation or embarrassment;
- c. Corporal punishment; or
- d. Physical or mental abuse.

11. Communicable Disease

We do not cover:

- a. "Personal injury" or "property damage" resulting from any illness, sickness or disease transmitted intentionally or unintentionally by an "insured" to anyone;
- b. Any consequence resulting from that illness, sickness or disease;
- c. Any damages for "personal injury" resulting from the fear of contracting any illness, sickness or disease; or
- d. Any consequence resulting from the fear of contracting any illness, sickness or disease.

12. Cyber Event

We do not cover actual or alleged "personal injury" or "property damage" arising out of an actual, alleged, or threatened "cyber event" or fear of a "cyber event" or any consequence thereof.

13. Financial Guarantees

We do not cover "personal injury" or "property damages" arising out of an "insured's" financial guarantee of the financial performance of any "insured," other individual or organization.

14. Pursuit or holding of public office

We do not cover "personal injury" or "property damages" arising out of an "insured's" pursuit of or holding of an elected public office. However, we do cover "damages" for you or a "family member" if:

- a. The annual compensation of the office does not exceed \$20,000, whether or not accepted; and
 - b. The hours required to perform the duties required by the office do not exceed an annual average of 20 hours of work per week during the policy period,
- unless another exclusion applies.

15. Business

We do not cover "personal injury" or "property damage" arising out of or in connection with an "insured's" "business" property or "business" pursuits. However, we do cover "incidental business at your residence premises," "incidental business away from your residence premises" or "incidental farming," unless another exclusion applies. We do not cover damages or consequences resulting from "business" or professional care or services performed or not performed.

16. Liability for Acts of Others

We do not cover any damages an "insured" is legally obligated to provide arising from:

- a. Any entrustment of property;
- b. The failure to supervise any person or the negligent supervision of any person; or
- c. Any parental liability or ownership liability.

This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorized land vehicle, "watercraft" 26 feet or longer or with more than 50 engine rated horsepower, "aircraft," or hovercraft.

17. Fungi/Mold

We do not cover any actual or alleged damages an "insured" is legally obligated to pay arising out of:

- a. "Fungi";
- b. The fear of "fungi"; or
- c. Any consequences resulting from "fungi" or the fear of "fungi," other than as provided under **SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Fungi/Mold.**

18. Professional Services

We do not cover any "personal injury" or "property damage" for any "insured's" performing or failure to perform professional services, or for professional services for which any "insured" is legally responsible or licensed.

19. Protected Information and Computer Virus

We do not cover any actual or alleged damages an "insured" is legally obligated to pay arising out of the "insured's" possession of, use of, access to, or intentional or unintentional transmission of the "protected information" of anyone. We also do not cover any damages an "insured" is legally obligated to pay arising out of the intentional or accidental transmission of any virus, malware or other ransomware by an "insured" that attacks, intrudes, disrupts, or infects any computer or any electronic device of anyone.

20. War

We do not cover "personal injury" or "property damage" caused directly or indirectly by war, including any consequence of any of the following:

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

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

21. Nuclear Hazard

We do not cover "personal Injury" or "property damage" caused directly or indirectly by nuclear hazard. Nuclear hazard means:

- a. Any nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination;

all whether controlled or uncontrolled or however caused.

22. Expected or Intended Injury

We do not cover "personal injury" or "property damage" resulting from any criminal, willful, intentional, or malicious act or omission by any "insured" which is intended to result in, or would be expected by a reasonable person to cause "personal injury" or "property damage." This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person than expected or intended. However, we do cover "bodily injury" if the "insured" acted with reasonable force to protect any person or property unless another exclusion applies.

23. Wrongful Employment Act

We do not cover "personal injury" arising out of an act of a wrongful employment act.

24. Contract or Agreement

We do not cover "personal injury" or "property damage" arising from any oral or written contract or agreement entered into by an "insured." However, this exclusion does not apply to any contracts:

- a. That directly relate to the ownership, maintenance, or use of the "residence premises"; or
- b. Where the liability of others is assumed by you prior to an "occurrence";

unless another exclusion applies.

25. Assessments

We do not cover any assessment charged against an "insured" as a member of an association, corporation or community of property owners.

26. Sale of Property

We do not cover "personal injury" or "property damage" arising out of any written or oral statement made by you or others on your behalf which is material to the sale of any property.

27. Fuel Leakage

We do not cover "personal injury" or "property damage" arising from the escape of fuel from a fuel system. A fuel system includes any combination of containers; tanks; pipes; hoses; or pumps used to store or dispense fuel for any purpose.

E. Limit of Liability

The coverage limit shown on your Declarations for personal liability is our maximum limit of liability for all "damages," including "damages" for "personal injury," including care, loss of services or death, arising out of "bodily injury," and "property damage" for any one "occurrence."

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Persons injured;
4. "Watercraft"; or
5. "Recreational motor vehicles";

involved in the "occurrence."

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and part **B. Medical Payments to Others.**

SECTION IV—GENERAL PROVISIONS

A. Insurable Interest

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

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

B. Your Duties after a Loss

In the event of a loss for which coverage may be provided under this policy, you or an "insured" or someone acting for an "insured" must:

1. Give prompt notice to us, any of our agents in this state or your agent. Any written notice given by any claimant to us or any of our agents in this state, containing particulars sufficient to identify the "insured," will be deemed notice to us;
2. Promptly notify the police in case of loss by theft;
3. Promptly notify the credit card or electronic fund transfer card or access device company in case of loss under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Account Funds and SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money;**
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim, settlement or the defense of any claim or suit;
6. Prepare an inventory of damaged property. Show the quantity, description and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to separate examination under oath;
8. Send to us, within sixty (60) days of our request, your signed, sworn proof of loss. The proof of loss must 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 the policy;
 - e. Specifications of damaged property and detailed repair estimates;
 - f. The inventory of damaged "contents" described in paragraph 6. above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Account Funds and SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money**, stating the amount and cause of loss;
9. Provide us with the names and addresses of any claimants and witnesses;
10. Promptly forward to us every notice, demand, summons or other process relating to the loss;
11. At our request, assist us:
- a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials;
 - d. To secure and give evidence and obtain the attendance of witnesses; and
 - e. Not, except at such "insured's" own cost, voluntarily make payment, assume obligation or expense other than for first aid to others at the time of a loss.
12. With respect to any "short-term rental" activity, you must provide us, as often as we reasonably require, with information concerning the number of:
- a. Rental agreements or contracts entered into by an "insured"; and
 - b. Nights the "residence premises" was occupied, in whole or in part, by tenants. This does not include an "insured" or any "family member."

You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for release of the data or records.

C. Policy Term

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

D. Recovered Property

In the event we pay for a covered loss to property and the property is recovered, we will offer you an opportunity to buy it back for the amount we paid.

E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

F. Changes

1. This policy contains all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. Our request for an appraisal or examination will not waive any of our rights.
3. You have a duty to report to us all changes, including additions and deletions, in policy information. This includes, but is not limited to, the information listed in items 1. through 5. of this paragraph **F. Changes**. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease may include:
 - a. Changes in "family members'" use and regular operators' use of owned "watercraft" or "watercraft" furnished for use for more than 30 days;
 - b. Changes in mooring location, storage location, or location of use of any "watercraft" shown in a schedule in an endorsement to this policy;
 - c. The construction or renovation of any "additions and alterations" on the "residence premises";
 - d. Change of occupancy of the "residence premises"; or
 - e. Changes in coverage, loss settlement, deductibles or limits.
4. If a change resulting from paragraphs 1., 2. or 3. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

5. If we make a change which broadens coverage under this edition of your policy without an additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph 5. does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through the introduction of:

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

G. Fraud or Misrepresentation

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy at any time, including after an accident or loss, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or
3. Engage in fraudulent conduct;

in connection with a requested change, we may void the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after an accident or loss.

When we have not voided or reformed the policy, we may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

H. Conformity to Law

If any part of this policy conflicts with state or local law, this policy is amended to conform to those laws.

I. Conformity to Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from applying insurance.

J. Liberalization Clause

If a change is made which broadens coverage under this edition of our policy without any premium charge, the change will automatically apply to your policy as of the date we made the change in your state.

K. Bankruptcy

Bankruptcy or insolvency of an "insured" will not relieve us of our duties under this policy.

L. Death of an Insured

In the event of the death of an "insured," this policy will cover the legal representative of the deceased for the remainder of the Policy Period unless cancelled. We will cover the legal representative of the deceased only with respect to the premises and property of the deceased covered under this policy at the time of death.

M. Suit Against Us

You agree not to bring legal action against us unless you have first complied with all terms and conditions of this policy. For coverage under **SECTION II – PROPERTY COVERAGE**, you also agree to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined, or within one year after the date the loss has been denied in whole or in part.

For coverage under **SECTION III – LIABILITY COVERAGE**, you also agree not to bring any action against us until the amount of “damages” you are legally obligated to pay has been finally determined after an actual trial or appeal, if any, or by a written agreement between you, us and the claimant. No person or organization has any right under this policy to bring us into any action to determine the liability of an “insured.”

N. Loss Payment

We will pay you within 30 days once an agreement with you is reached and you have complied with **Your Duties After a Loss** condition. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

O. Mediation or Appraisal

If you and we fail to agree on the amount of loss, either may:

1. Demand mediation of the claim, prior to taking legal action. The request must state:

- a. Why mediation is being requested; and
- b. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after a party has given notice of a demand to mediate the dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within forty-five (45) days of the mediation request. If feasible, the conference may be held by telephone.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

- a. Have authority to make a binding decision; and
- b. Mediate in good faith.

If the mediator determines that both parties have mediated in good faith, the costs of the mediation shall be shared equally by both parties.

2. Demand an appraisal of the loss. In this event, each party will choose a competent impartial appraiser with no financial interest in the outcome of the decision within twenty (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 fifteen (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 the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three parties will set the amount of the loss.

Each party will:

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

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

P. Other Insurance

1. If a loss covered under **SECTION II – PROPERTY COVERAGE** of this policy is also covered by:

- a. Other insurance issued by other than a subsidiary or affiliate of the W.R. Berkley Corporation; 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.
- b. A service agreement; this insurance 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 by insurance.

- c. Other insurance issued by a subsidiary or affiliate of the W.R. Berkley Corporation; 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 unless stated elsewhere in this policy that only one of the policies will apply. However, when both Collectible Suite coverage and "contents" coverage apply to a covered loss, the amount of coverage will be the combined total of "contents" coverage, subject to special limits and all policy provisions, and the Collectible Suite Coverage.

In no case will duplicate payments be made. We will not pay for any loss for any item that is specifically scheduled and insured under another policy.

- 2. Any coverage under **SECTION III - LIABILITY COVERAGE** will be 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. However, if this policy and any other liability insurance issued to you by us, other than insurance written specifically to cover as excess over the limits of those policies, apply to the same "occurrence," the maximum limit of our liability under all of the policies shall not exceed the highest applicable limit of liability under any one policy.

As used in this **Other Insurance** provision, "other valid and collectible insurance" includes a protection plan or guarantee provided by or on behalf of or through a home-sharing network platform or similar entity covering such rental activities.

Q. Cancellation

- 1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- 2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on your Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for any reason by letting you know at least ten (10) days before the date cancellation takes effect.
 - c. When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.
- This can be done by letting you know at least thirty (30) days before the date cancellation takes effect.
- d. When this policy is written for a period of more than one (1) year, we may cancel for any reason at anniversary by letting you know at least thirty (30) days before the date cancellation takes effect.
- 3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

R. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown on your Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

S. 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 in this policy.

T. Our Right to Recover Payment

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

- 1. Whatever is necessary to enable us to exercise our rights; and

2. Nothing after loss to prejudice them.

If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

- 1. Hold in trust for us the proceeds of the recovery; and**
- 2. Reimburse us to the extent of our payment.**

You may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

U. Abandonment of Property

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

V. Previously Damaged Property

Any payment we make for a covered loss to covered property will be reduced by the amount paid by any insurer, including us, for a previous loss to the same covered property if you failed to properly repair or replace the covered property.

CONDO SUITE POLICY

Your Condo Suite Policy - Quick Reference

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INSURING AGREEMENT

This contract together with your Declarations Page and any endorsements complete the policy. Berkley Insurance Company will provide the insurance described in this policy in return for payment of the premium and compliance with all applicable provisions of the policy.

SECTION I – DEFINITIONS

In this policy, "you" and "your" refer to the "insured" shown on your Declarations and if the "insured" is an individual, his or her spouse if a resident of the same household. "Spouse" means your marriage partner, domestic partner, or party with whom you have entered into a by civil union as recognized under state law. "We," "us" and "our" refer to the Company providing this insurance.

In addition, certain words and phrases are defined below. When used throughout the policy those defined words will be in quotation marks.

A. "Account funds" means funds from any personal account held at a financial institution or credit line issued in the name of you or a "family member." "Account funds" does not mean cryptocurrency, electronic currency or their physical representations.

B. "Additions and alterations" means building additions, alterations, fixtures, improvements and items of real property that are part of the building contained within the insured unit as defined by the documents governing the ownership of your condominium unit.

C. "Aircraft" means any device used or designed for flight. "Aircraft" does not include model or hobby craft not used or designed to carry people or cargo or any "unmanned aircraft."

D. "Bodily injury" means physical bodily harm, sickness or disease. This includes required care, loss of services and resulting death.

E. "Business" means:

1. A trade, occupation or profession engaged in on a full-time, part-time or occasional basis; or
2. Any activity engaged in for money or other compensation.

This does not include "incidental business."

F. "Communicable disease" means any infectious, contagious or transmissible disease, illness, sickness or virus that can be contracted, transmitted or transferred directly or indirectly by any means.

G. "Contents" means tangible personal property you or a "family member" own or possess.

H. "Cyber event" means the following:

1. Any threat or attempt, or series of threats or attempts, to gain unauthorized access to a computer or electronic device;
2. Any threat to transmit or the transmission of malicious code regardless of effect to a computer or electronic device;
3. "Denial of service attack";
4. Any unauthorized access into any computer or any electronic device for any reason, including but not limited to access to or use of "protected information" or financial information;
5. Any demand or series of demands for money or other consideration to restore a computer or electronic device; or
6. Any action or inaction by an "insured," whether intentional or accidental, in response to a communication received on a computer or electronic device which results in unauthorized use of or access to digital assets, "protected information," financial information, or cryptocurrency.

I. "Damages," as respects **SECTION III – LIABILITY COVERAGE**, means monetary compensation to satisfy any "personal injury," "bodily injury" or "property damage" caused by an "occurrence" covered by this policy, whether settled by us or agreed in writing by us, or resolved by judicial review. "Damages" does not include injunctive relief, declaratory relief, restitution, attorney's fees, fines, penalties and punitive or exemplary damages.

J. "Deductible" means the amount you are responsible to pay for any covered loss we pay.

K. "Denial of service attack" means an event caused by unauthorized interference with or a malicious attack on a computer or electronic device that overwhelms the capacity of any computer or any electronic device by sending excessive volume of data to such computer or electronic device in order to deny, restrict or hinder access to such computer or electronic device.

L. "Drains" means plumbing designed to remove water from the building.

- M. "Family member" means a person related to you by blood, marriage, domestic partnership or civil union recognized under state law, or adoption who is a resident of your household. This includes a ward or foster child.
- N. "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."
- O. "Ground water" means water or water-borne material below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structures.
- P. "Incidental business" means "incidental business at your residence premises," "incidental business away from your residence premises" and "incidental farming."
- Q. "Incidental business at your residence premises" means the "business" of renting to others the "residence premises" listed on your Declarations. "Incidental business at your residence premises" also means a "business" activity, other than farming, conducted in whole or in part, on your "residence premises" which must:
 - 1. Not yield gross revenues in excess of \$10,000 in any year, except for the "business" activity of managing your or a "family member's" personal investments, regardless of where the revenues are produced;
 - 2. Have no employees subject to any workers' compensation, unemployment compensation disability benefits, or other similar laws; and
 - 3. Conform to federal, state and local laws.
- R. "Incidental business away from the residence premises" means a self-employed "business" activity such as babysitting, lawn care, newspaper delivery, and caddying. Any of these activities must:
 - 1. Not yield gross revenues in excess of \$10,000 in any year;
 - 2. Have no employees subject to any workers' compensation, unemployment compensation, disability benefits, or other similar laws; and
 - 3. Conform to federal, state and local laws.
- S. "Incidental farming" means a farming activity which meets all of the following requirements:
 - 1. The farming activity is incidental to your use of the "residence premises" as your residence;
 - 2. The farming activity does not employ others for more than 1,250 hours of farm work during the policy period;
 - 3. The farming activity does not produce more than \$25,000 in gross annual revenue from agricultural operations; and
 - 4. If the farming activity involves the raising and caring of animals, then the farming activity:
 - a. Does not yield more than \$25,000 in gross annual revenues;
 - b. Does not involve more than 25 sales transactions during the policy period; and
 - c. Does not involve the sale of more than 50 animals during the policy period.
- T. "Insured" means you or a "family member." "Insured" also means any entity created by you for the sole purpose of owning all or part of a "residence premises," vehicle or "watercraft" covered under this policy. As respects **SECTION III – LIABILITY COVERAGE**, an "insured" also includes any individual or other legal entity given permission by you, a "family member" or an entity created by you for the sole purpose of owning a vehicle or a "watercraft" covered under this policy, to use a vehicle or "watercraft" covered under this policy with respect to their legal responsibility arising out of its use.
- U. "Medical expenses," as used in **SECTION III – LIABILITY COVERAGE**, includes reasonable charges for:
 - 1. Medical;
 - 2. Surgical;
 - 3. X-ray;
 - 4. Dental;
 - 5. Ambulance;
 - 6. Hospital;
 - 7. Professional nursing;
 - 8. Prosthetic devices;
 - 9. Funeral services;
 - 10. First aid; and
 - 11. Rehabilitation.
- V. "Occurrence," as used in **SECTION III – LIABILITY COVERAGE**, means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "personal injury," "bodily injury" or "property damage" during the policy period.

W. "Personal injury" means injury or death arising out of one or more of the following:

1. "Bodily injury";
 2. Unlawful detention, false imprisonment or false arrest;
 3. Shock or emotional distress, mental anguish, or mental injury;
 4. Invasion of privacy;
 5. Defamation, libel or slander;
 6. Malicious prosecution;
 7. Wrongful entry or eviction; or
 8. Assault and battery when committed with the intent of protecting persons.
- X.** "Property damage," as used in **SECTION III – LIABILITY COVERAGE**, means physical injury to, destruction of, or loss of use of tangible property.
- Y.** "Protected information" means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person's financial accounts or medical record information.
- Z.** "Reconstruction cost" means the lesser of the amount required at the time of the loss to repair or replace covered property at the same location with materials and workmanship of like kind and quality. "Reconstruction cost" does not include deduction for depreciation or any amount required to comply with the enforcement of any ordinance or law. It also does not include any amount required for the excavation, replacement or stabilization of land under or around a structure.
- AA.** "Recreational motor vehicle" means a:
1. Motorized land vehicle not owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing;
 2. Motorized land vehicle owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing, and which is used solely on the "residence premises";
 3. Toy designed for a child's use that is not subject to motor vehicle registration and is built not to exceed 15 miles per hour on level ground;
 4. Golf cart used as a means of travel about the "residence premises," the "residence premises" community or a golf course for golfing purposes; or
 5. Vehicle used to assist the handicapped and not designed for or required to be registered for use on public roads.
- BB.** "Residence premises" means the owned unit in a condominium or cooperative, at the address shown on your Declarations.
- CC.** "Surface water" means flood, waves, tidal water, overflow of a body of water, accumulated rainwater or snowmelt on the ground, or spray from any of these, whether or not driven by wind.
- DD.** "Short-term rental" means the renting to others of the "residence premises" two or more times in a policy period for less than 90 days per rental transaction.
- EE.** "Unmanned aircraft" and "drone" mean an "aircraft" that is not:
1. Designed;
 2. Manufactured; or
 3. Modified after manufacture;
- to be controlled directly by a person from within or on the "aircraft."
- FF.** "Watercraft" means a boat or craft principally designed to be propelled on, over or under water. A model boat or hobby craft not used or designed to carry people is not considered a "watercraft."

SECTION II – PROPERTY COVERAGE

A. Perils Insured Against

We insure against all risks of sudden and accidental direct physical loss or damage to your "additions and alterations" and "contents" unless stated otherwise or an exclusion applies.

B. Coverage and Loss Settlement

You agree that we may change the coverage limits shown on your Declarations if the policy is renewed, or when appraisals are conducted, to reflect current cost and values.

1. Additions and Alterations

- a. If Replacement Cost is shown as the valuation method shown on your Declarations, we will pay the "reconstruction cost" for your:
 - (1) "Additions and alterations";
 - (2) Property that is your insurance responsibility under a corporation or association of property owners' agreement; and
 - (3) Structures owned solely by you, other than the "residence premises" at the location of the "residence premises";

up to the coverage limit shown for Additions and Alterations on your Declarations. We will pay this amount in the event of a covered loss whether or not you repair or rebuild such property.

- b. If Extended Replacement Cost is shown as the valuation method shown on your Declarations, we will pay the "reconstruction cost" for your:
 - (1) "Additions and alterations";
 - (2) Property that is your insurance responsibility under a corporation or association of property owners' agreement; and
 - (3) Structures owned solely by you, other than the "residence premises" at the location of the "residence premises,"

up to 50% more than the coverage limit shown for Additions and Alterations on your Declarations. However, the most we will pay is the coverage limit shown on your Declarations if:

- (1) You do not begin to repair or rebuild the property covered in this paragraph b. within 180 days from the date of loss unless an alternate timeframe is agreed upon by us in writing; or
- (2) If you do not maintain at least the amount of coverage for the "additions and alterations" as previously agreed to, including any adjustments we make based on appraisals or revaluations.

2. Contents

The most we will pay for a covered loss to "contents" is the lesser of the amount required to repair or replace the "contents" without application of depreciation up to the amount of coverage for "contents." However, if the "contents" are or were obsolete or unusable as a result of their age or condition, depreciation will be applied. The amount of coverage for "contents" depends on where the loss occurs. For a covered loss to "contents" that occurs:

- a. At a "residence premises" listed on your Declarations, we will pay up to the coverage limit for "contents" at that location for each covered loss;
- b. At a residence that an "insured" owns or lives at that is insured under another policy that provides coverage for "contents," we will not pay any amount under this policy;
- c. Away from any residence that an "insured" owns or lives at, payment will be made under the highest "contents" limit of any single residence listed on a policy issued to you by a subsidiary or affiliate of the W. R. Berkley Corporation regardless of the number of policies providing you with "contents" coverage; or
- d. At a residence that an "insured" owns or lives at that does not have insurance coverage for "contents," payment will be made up to 10% of the "contents" limit of any single residence listed on a policy issued to you by us or by a subsidiary or affiliate of the W. R. Berkley Corporation regardless of the number of policies providing you with "contents" coverage. There is no coverage provided under this paragraph d. for a loss to "contents" caused by wind. These limitations do not apply:
 - (1) If the "contents" were moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
 - (2) To "contents" in a newly acquired residence for the sixty (60) days immediately after you begin to move your "contents" there.

3. Special Contents Limitation for Loss to a Pair or Set or Parts

In addition to the limitations above and the **Special Limits of Liability for Contents**, for a covered loss to a pair or set, we will pay the least of:

- a. The cost to replace any part to restore the pair or set to its value before the loss;

- b. The cost to repair any part to restore the pair or set to its value before the loss; or
- c. The difference between the market value of the pair or set before and after the loss.

However, if you agree to give us the remaining undamaged article(s) of the pair, set or part and we agree to accept it, we will pay the cost to replace the entire pair, set or part. These payments do not increase your coverage amount for "contents."

4. Special Limits of Liability for Contents

These limits do not increase the amount of coverage for your "contents." The special limit shown for each category below is the most that will be paid for each covered loss to "contents" in that category regardless of the number of policies issued to you by a subsidiary or affiliate of the W.R. Berkley Corporation. Coverage under this part is subject to the **Coverage and Loss Settlement** provisions for **Contents** and **Special Contents Limitation for Loss to a Pair or Set or Parts**.

- a. Money, bank notes, store value cards, bullion, gold other than goldware, silver other than silverware, and platinum - \$2,500.

This limit is increased to \$10,000 for bank notes, bullion, gold other than goldware, silver other than silverware, and platinum that are stored in a locked home safe located on the "residence premises" or in a bank vault or bank safe deposit box.

This limit does not include cryptocurrency, electronic currency or their physical representations.

- b. "Watercraft," including their trailers, furnishings, equipment and outboard engines or motors - \$10,000.

- c. Trailers not used with "watercraft" - \$5,000.

- d. Grave markers or mausoleums - \$5,000.

- e. Securities, letters of credit, evidences of debt, accounts, deeds, notes other than bank notes, manuscripts, negotiable papers, passports, tickets - \$5,000.

- f. Jewelry, watches, precious stones or semi-precious stones, whether set or unset, that are lost, misplaced or stolen - \$10,000.

However, when this property is located in a bank vault or bank safe deposit box, for a covered loss payment will be made based on "contents" away from any residence pursuant to paragraph **2.c.** of this part, **B. Coverage and Loss Settlement**.

- g. Furs that are lost, misplaced or stolen - \$5,000.

- h. Guns that are lost, misplaced or stolen - \$5,000.

- i. Silverware, goldware, pewterware or trophies that are lost, misplaced or stolen - \$10,000.

- j. Golf carts - \$5,000.

- k. Collectible stamps, coins, and medals - \$5,000.

However, when property in this category is stored in a bank vault or bank safe deposit box, for a covered loss payment will be made based on "contents" away from any residence pursuant to paragraph **2.c.** of this part, **B. Coverage and Loss Settlement**.

- l. Wine and Spirits - \$10,000.

- m. The following special limit applies only to breakage losses for crystal, china, porcelains, figurines, statues, sculptures, mirrors, glassware, bric-a-brac and similar items - \$10,000.

5. Deductibles

Unless otherwise noted in this policy or an endorsement, the greater of the base "deductible" or one of the Special Deductibles shown on your Declarations or in an endorsement is the amount of a covered loss you will pay.

Waiver of Deductible

We will waive the base "deductible" for a covered loss greater than \$50,000 if the base "deductible" shown on your Declarations is \$25,000 or less. This waiver of "deductible" does not apply to:

- a. The construction "deductible" or to any Special Deductible shown on your Declarations;
- b. For losses covered under **SECTION II – PROPERTY COVERAGE, Additional Coverages, Back up of Sewers and Drains**; or
- c. For losses covered under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Overflow of Sump Pit**.

Construction Deductible

If at any time during the policy period:

- a. You are constructing or renovating "additions and alterations"; or
- b. You are constructing or renovating "additions and alterations" and the cost will equal or exceed the greater of:
 - (1) \$50,000; or
 - (2) 10% of the coverage amount for Additions and Alterations coverage shown on your Declarations;

and have not notified us of such construction, then the greater of:

- a. The base "deductible"; or
- b. A construction "deductible" of 5% of the amount of coverage for Additions and Alterations shown on your Declarations at the time of the loss;

applies. The construction "deductible" will apply with, and does not take the place of, any other applicable Special Deductible shown on your Declarations or on an endorsement. It is your duty to notify us at the beginning of, throughout, and at the completion of construction so that the amount of coverage for your "additions and alterations" can be adjusted to maintain an appropriate amount of coverage based on the construction cost information you provide. This is to reduce the possibility of being underinsured.

Special Short-Term Rental Deductible

If at any time during the policy period, the "residence premises" becomes a "short-term rental" and you have not notified us of such change in occupancy, then the greater of:

- a. The base "deductible"; or
- b. A special "short-term rental" "deductible" of 5% of the total of your Contents coverage amount as shown on your Declarations and Additions and Alterations coverage amount as shown on your Declarations applies if the loss arises from "short-term rental" activities. The special "short-term rental" "deductible" will apply with and does not take the place of any other applicable Special Deductible shown on your Declarations or an endorsement.

It is your duty to notify us of any change in occupancy of the "residence premises."

C. Additional Coverages

These **Additional Coverages** are subject to part **B. Coverage and Loss Settlement** and part **D. Exclusions**. Your "deductibles" apply to these coverages unless otherwise indicated.

1. Loss of Use

- a. If a covered loss to your "contents" or "additions and alterations" makes the "residence premises" not fit to live in, we cover the following:

(1) Additional Living Expense

- (a) If the "residence premises" is your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- (b) If the "residence premises" is not your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the "residence premises."

Additional Living Expense includes the boarding of your domestic animals not primarily owned or kept for business use.

We cover this increase for the shortest reasonable amount of time required to restore the "residence premises" to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time required for your household to settle elsewhere. However, if you are constructing or renovating "additions and alterations" at the time of a covered loss, we only cover the increase in your normal living expenses incurred by you for the reasonable amount of time required to restore the "additions and alterations" to their condition prior to the covered loss.

(2) Fair Rental Value

Fair Rental Value is the amount of rent shown on a signed lease agreement less any expenses that do not continue while the "residence premises" is not fit to live in.

Payment for Fair Rental Value will be for the shortest reasonable time required to restore the "residence premises" to a habitable condition.

b. Civil Authority

(1) If you are forced to evacuate your "residence premises" as a result of a covered loss or a reasonable threat of loss caused by a **Peril Insured Against** in **SECTION II – PROPERTY COVERAGE**; or

(2) If a civil authority prohibits you from use of the "residence premises" as a result of direct loss to neighboring premises caused by a **Peril Insured Against** in **SECTION II – PROPERTY COVERAGE**;

we will reimburse you for the reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for up to 30 days. This includes the boarding of your domestic animals not primarily owned or kept for "business" use. We also cover any loss in fair rental value if your "residence premises" is usually held for rental.

The periods of time under **a.(1)** Additional Living Expense, **a.(2)** Fair Rental Value and **b.** Civil Authority above are not limited by expiration of this policy.

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

A "deductible" does not apply to this coverage.

2. Loss Assessment Residence Premises

We will pay up to coverage limit for Loss Assessment Residence Premises shown on your Declarations for your share of a loss assessment charged against you by your condominium association of property owners during the Policy Period. This coverage only applies when the assessment is made as a result of a loss resulting from a Peril Insured Against to property owned by all members collectively or as a result of a liability loss that would be covered under this policy. A "deductible" does not apply to this coverage.

We will not pay more than the Loss Assessment – Association Deductible amount shown on your Declarations for any assessment that results from the association's insurance policy deductible.

3. Back Up of Sewers and Drains

We will pay for direct physical loss or damage to property caused by water which backs up through sewers, or "drains" located within the fully enclosed perimeter of the foundation of a building on the "residence premises."

This additional coverage does not include any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to a loss caused by "surface water" or "ground water."

These payments do not increase your coverage amount.

4. Construction Materials

We will pay for a covered loss to construction materials and supplies owned by you and located at the "residence premises" shown on your Declarations for use in the repair, alteration, or construction of your "residence premises." These payments do not increase your coverage amount.

5. Data Replacement

We will pay up to \$5,000 for expenses you incur to replace your personal data stored on a personal computer or portable computing device lost as a result of a covered direct physical loss to the personal computer or portable computing device. These payments do not increase your coverage amount. In the event that you have purchased coverage, either as an endorsement to this policy or in another policy, that provides more specific coverage for data replacement, this coverage will be excess over such more specific coverage.

6. Debris Removal

We will pay the reasonable expenses you incur to remove debris of covered property resulting from a covered loss from the "residence premises."

7. Ensuing Fungi or Bacteria

For a covered loss we will not pay more than \$20,000 for fungi or bacteria remediation expenses described below,

or the amount shown on your Declarations, if different, regardless of the number of claims. This fungi or bacteria remediation expense limit does not increase your coverage amount for the covered loss.

This fungi or bacteria remediation expenses limit does not apply to "fungi" or bacteria resulting from a covered loss caused by fire or lightning.

Fungi or bacteria remediation expenses are the reasonable and necessary costs for:

- a. Testing and monitoring the air or property to confirm the absence, presence or level of "fungi" or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be paid only to the extent that there is a reason to believe that there is the presence of "fungi" or bacteria;
- b. Developing a "fungi" or bacteria remediation plan; and implementing that "fungi" or bacteria remediation plan including the cleanup, removal, containment, treatment, or disposal of "fungi" or bacteria;
- c. Tearing out and replacing any part of covered property as needed to gain access to the "fungi" or bacteria beyond that which is required to gain access to covered property physically damaged by a covered loss;
- d. Removing debris of covered property containing "fungi" or bacteria beyond that which is required to remove debris of the covered property physically damaged by a covered loss; and
- e. Repairing or replacing covered property containing "fungi" or bacteria beyond that which is required to repair or replace the covered property physically damaged by a covered loss.

Fungi or bacteria remediation expenses also include coverage for loss of use of your "residence premises" resulting from "fungi" or bacteria up to 20% of the total amount of the fungi or bacteria remediation expenses limit. Loss of use, under this **Ensuing Fungi or Bacteria** coverage, means:

- a. The necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living while your "residence premises" is uninhabitable; and
- b. For a "residence premises" that is rented out, the amount of rent shown on a signed lease agreement, less any expenses that do not continue, while your "residence premises" is uninhabitable.

8. Fire or Police Department Service Charge

We will pay the charges imposed by law or assumed in writing for police or fire department charges. This coverage applies when the police or fire department is called to save or protect your "residence premises" listed on your Declarations. Your "deductible" does not apply to this coverage. These payments do not increase your coverage amount.

9. Food or Wine Spoilage

We will cover food or wine that is contained or stored in a refrigerator or freezer at your "residence premises" which spoils due to:

- a. Changes or extremes in temperature caused by an interruption of the power supply; or
- b. Caused by the mechanical or electrical breakdown of refrigeration equipment.

For a covered loss to wine, we will not pay more than \$10,000. These payments do not increase your coverage amount.

10. Incidental Business Property

We will pay up to the coverage limit shown on your Declarations for a covered loss to property owned or leased by you and used for an "incidental business at the residence premises" or for "incidental farming" conducted at a "residence premises" listed on your Declarations. However, this Incidental Business Property additional coverage does not include any "drones" or similar "unmanned aircraft," whether used in whole or in part in "business" or any "incidental business."

11. Landscaping

We will pay for damage to landscaping at your "residence premises" up to 5% of the coverage limit shown on your Declarations for Contents at the "residence premises" at which the covered loss occurs, but no more than \$5,000 for any one tree, shrub or plant that is solely owned by you. Landscaping does not include forestry or brush.

We will pay only for losses caused by:

- a. Aircraft;
- b. Fire, lightning or explosion;
- c. Riot or civil commotion;

- d. A vehicle not owned or operated by someone who lives at the "residence premises"; or
- e. Theft, attempted theft, vandalism or malicious mischief.

The additional coverage applies only if you repair or replace the damaged landscaping within 180 days of the date of loss unless an alternate timeframe is agreed upon by us in writing.

12. Tree Removal

Unless covered elsewhere under this policy, we will pay up to a total of \$1,500 to remove trees at your "residence premises" and solely owed by you which are fallen due to wind, hail, sleet or the weight of ice or snow when the tree does not damage the "residence premises."

Your base "deductible" does not apply to this coverage. This waiver of "deductible" does not apply to any special "deductibles."

13. Lock Replacement

If the keys or remote unlocking devices to the "residence premises" listed on your Declarations are lost or stolen, we will pay up to \$1,500 toward the cost to re-key or replace the locks or remote unlocking devices to that "residence premises." Your "deductible" does not apply to this coverage.

14. Precautionary Repairs

We will pay the reasonable expenses incurred by you for the necessary measures taken to protect covered property that is damaged by a covered peril, from further damage. These payments do not increase your coverage amount.

15. Property Removal

We will pay the reasonable expenses you incur to move "contents" from a "residence premises" to protect the "contents" from damage from a covered loss.

16. Property of Domestic Staff and Guests

We cover the personal property of your domestic staff and your guests while the property is located at your "residence premises" listed on your Declarations. These payments do not increase your coverage amount.

17. Rebuilding to Code

After a covered loss to property other than "contents," we will pay the necessary cost for you to comply with any law or ordinance requiring or regulating the:

- a. Repair, replacement, or rebuilding of the damaged portion of the covered property, made necessary by the covered loss;
- b. The demolition, replacement, or rebuilding of the undamaged portion of the covered property, necessary to complete the replacement, repair or rebuilding of the damaged portion of the covered property; and
- c. The demolition of the undamaged portion of covered property when the covered property must be totally demolished including removal of any resulting debris.

This coverage only applies if you choose to repair, rebuild or replace the covered property at the loss location.

18. Overflow of Sump Pit

We will pay for physical loss or damage to covered property caused by water which overflows from a sump pit located within the fully enclosed perimeter of the foundation of a building on the "residence premises" if such overflow results from the failure of the sump pump. Failure of a sump pump includes:

- a. Mechanical failure of the sump pump;
- b. Power outage or interruption of power to the sump pump; and
- c. Inability of the sump pump to keep up with the inflow of "ground water" to the sump pit.

This additional coverage does not include any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to a loss caused by "surface water" or "ground water" except for "ground water" which enters through the sump pit below ground.

These payments do not increase your coverage amount.

19. Account Funds

We will pay up to \$10,000 per policy period for loss to your personal “account funds”:

- a. Resulting from theft or unauthorized withdrawal or disbursement, including unauthorized electronic fund transfers;
- b. Caused by forgery or alteration of any check or negotiable instrument; or
- c. Caused by accepting in good faith any counterfeit paper currency.

However, we will not pay for withdrawals or disbursements made by you or a “family member” or in excess of an amount authorized by you or a “family member.” We will also not pay when passwords, personal identification numbers (PINs) or other information used to access your or a “family member’s” “account funds” is lost, misplaced or forgotten by you or a “family member.”

D. Exclusions

The following exclusions apply to **SECTION II – PROPERTY COVERAGE**:

1. Aircraft

We do not cover any loss to an “aircraft” or “unmanned aircraft” or their parts, whether or not attached to the “aircraft” or the “unmanned aircraft.” However, this exclusion does not apply to “unmanned aircraft”:

- a. That weigh less than 11 pounds;
- b. Are used for hobby and recreational purposes only; and
- c. Are operated and, if applicable, registered, in accordance with community-based or Federal Aviation Administration regulation and safety guidelines.

2. Business Property

We do not cover any loss to “business” property, except “incidental business” property as defined in **C. Additional Coverages**.

3. Cryptocurrency

We do not cover any loss to cryptocurrency, electronic currency or their physical representations.

4. Cyber Event

We do not cover any loss arising out of a “cyber event.” However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

5. Governmental Action

We do not cover any loss caused by governmental action. Governmental action means the destruction, confiscation or seizure by order of any government or public authority. This exclusion does not apply to such acts ordered by any governmental or public authority that are taken to prevent the spread of fire.

6. Computer Error

We do not cover any cost to correct an error, malfunction, or deficiency in programming or instructions to any computer or any electronic device or in the computer or electronic device itself. However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

7. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act by you or a “family member,” or by a person directed by you or a “family member.”

8. Earth Movement

We do not cover any loss to your “additions and alterations” caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by earth movement. Earth movement means:

- a. Earthquake, including land shock waves or tremors, before, during or after a volcanic eruption;
- b. Landslides;
- c. Mudflows;
- d. Mudslides; and

- e. The sinking, rising, or shifting of land.

However, we do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies.

9. Faulty, Inadequate or Defective Planning

We do not cover any loss caused by faulty acts, errors or omissions of you or any other person in maintenance, construction or planning. It does not matter whether the faulty acts, errors or omissions take place on or off the "residence premises."

However, we do insure ensuing covered loss to covered property unless another exclusion applies. Planning includes surveying, placing, zoning, setting specifications, designing, compacting, developing property and establishing construction standards and building codes. Construction includes parts, equipment, workmanship and materials used for construction or repair.

10. Financial loss

We do not cover any financial loss except as provided for under **SECTION II - PROPERTY COVERAGE, C. Additional Coverages, Account Funds.**

11. Fungi, Wet or Dry Rot, or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot, or bacteria. This includes the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of "fungi," wet or dry rot, or bacteria.

This exclusion does not apply to:

- a. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Ensuing Fungi or Bacteria;**
- b. "Fungi" or bacteria resulting from fire or lightning unless another exclusion applies; or
- c. Ensuing covered loss unless another exclusion applies.

12. Wear and Tear, Deterioration or Mechanical Breakdown

We do not cover any loss caused by:

- a. Wear and tear, marring, deterioration;
- b. Warping, rust or, other corrosion;
- c. Mechanical breakdown;
- d. Latent defect;
- e. Inherent vice; or
- f. Any quality in property that causes it to damage or destroy itself.

However, we do insure ensuing covered loss unless another exclusion applies.

13. Intentional Loss

We do not cover any loss arising out of any act or omission an insured commits or conspires to commit with the intent to cause a loss. An intentional act or omission is one whose consequences could have been foreseen by a reasonable person. This exclusion only applies to an insured who commits or conspires to commit an act with the intent to cause a loss.

14. Loss by Birds, Vermin, Rodents or Insects

We do not cover any loss caused by:

- a. Birds, insects, vermin or rodents; or
- b. Domestic animals owned or kept by you or a "family member," except loss to glass that is part of a storm window, storm door, or building.

But we do insure ensuing covered loss unless another exclusion applies.

15. Loss to Fish, Birds or Animals

We do not cover any loss to fish, birds or other animals.

16. Motorized Land Vehicles

We do not cover any loss to a motorized land vehicle, other than a "recreational motor vehicle."

17. Neglect

We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

18. Nuclear Hazard

We do not cover any loss caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, we do cover ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

19. Pollution or Contamination

We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by the:

- a. Discharge;
- b. Dispersal;
- c. Seepage;
- d. Migration;
- e. Release; or
- f. Escape;

of pollutants. We do not cover the cost to extract pollutants from water or land, or the cost to remove, restore or replace polluted or contaminated water or land. But we do cover damage caused by heat, smoke or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be. A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

20. Property of Others

We do not cover any loss to property of roomers, boarders or tenants. This exclusion does not apply to property of roomers or boarders related to an "insured."

21. Renovations and Repairs

We do not cover any loss caused by renovating, refinishing or repairing any kind of "contents." This exclusion does not apply to jewelry, watches, and furs.

22. Structural Movement

We do not cover any loss caused by the settling, shrinking, bulging or expansion, including resultant cracking, of the following:

- a. Bulkheads;
- b. Pavements, patios;
- c. Footings, foundations; or
- d. Walls, floors, roofs or ceilings.

However, we do insure ensuing covered loss unless another exclusion applies.

23. War

We do not cover any loss caused directly or indirectly by war. War includes the following and any consequence(s) of any of the following:

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

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

24. Watercraft

We do not cover any loss caused by the stranding, swamping, sinking, capsizing, upset or collision of a "watercraft" or its trailer, or outboard motor. We also do not cover any loss caused by collision of a "watercraft" other than collision with a land vehicle unless another exclusion applies.

25. Surface Water and Ground Water

We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by "surface water" or "ground water", including "surface water" or "ground water" which backs up through sewers or "drains" or "surface water" or "ground water" which overflows from a sump pit.

This exclusion does not apply to:

- a. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Back Up of Sewers and Drains;**
- b. Coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Overflow of Sump Pit;**
- c. "Contents" away from any residence you own or live at; or
- d. Ensuing covered loss unless another exclusion applies.

26. Temperature, Dampness or Humidity

We do not cover any loss caused by extremes of temperature, dampness, humidity or dryness of atmosphere, or water vapor to "contents" or "additions and alterations." This exclusion does not apply to:

- a. Loss caused directly by rain, sleet, snow or hail; or
- b. Coverage provided under **SECTION II – PROPERTY COVERAGE, Additional Coverages, Food or Wine Spoilage.**

27. Water Damage as a Result of Failure to Maintain Heat

We do not cover any loss caused by water freezing in plumbing, heating or air conditioning system or household appliance if you have not used reasonable care to maintain heat in your "residence premises." This includes closing and draining the water system or appliances if the "residence premises" is vacant, unoccupied or "additions and alterations" are being constructed or renovated.

28. Communicable Disease

We do not cover any loss, expenses or consequences caused by the actual or alleged existence of, presence of, contact with or fear of any "communicable disease."

SECTION III – LIABILITY COVERAGE

A. Personal Liability

We will pay "damages" for "personal injury" or "property damage" for which any "insured" is legally obligated to pay caused by an "occurrence" anywhere in the world to which this coverage applies. "Damages" include prejudgment interest awarded against the "insured." We will also provide a defense at our expense even if the suit is groundless, false or fraudulent. We may investigate and settle or defend, as we consider appropriate, any claim or suit at our discretion. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of judgments or settlements. Costs of providing a defense, other than settlement payments, are in addition to the limit of liability. We have no duty to defend any suit or settle any claim for "personal injury" or "property damage" not covered under this policy.

B. Medical Payments to Others

We will pay the necessary "medical expenses" that are incurred or medically ascertained within three (3) years from the date of an accident causing "bodily injury." The most we will pay is shown on your Declarations. This coverage does not apply to you or a "family member," or any employees who are eligible for benefits provided under any workers' compensation; disability benefits; unemployment compensation; or other similar laws. This coverage applies only:

1. To a person on a "residence premises" with liability coverage listed on your Declarations with the permission of you or a "family member"; or
2. To a person off the "residence premises" if the "bodily injury":

- a. Arises out of a condition at a "residence premises," or the ways immediately adjoining a "residence premises," listed on your Declarations with liability coverage;
- b. Is caused by the activities of an "insured";
- c. Is caused by a domestic worker in the course of his or her employment by an "insured"; or
- d. Is caused by an animal owned by or in the care of an "insured."

"Residence premises" as used in this part, **B. Medical Payments to Others**, means any location shown on your Declarations.

C. Additional Coverages

We cover the following in addition to the liability coverage limit, unless stated otherwise:

1. Claims Expenses

We will pay:

- a. Expenses we incur and court costs taxed against an "insured" in any suit we defend;
- b. Reasonable expenses incurred by an "insured" at our request. This includes actual loss of earnings (but not loss of other income) up to a total of \$50,000, for assisting us in the investigation or defense of a claim or suit;
- c. Premiums on bonds required in a suit we defend. This does not apply to bond amounts more than the liability coverage limit shown on your Declarations. We need not apply for or furnish any bond; 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 liability coverage limit. This only applies to the extent the judgment does not exceed the coverage limit that applies.

2. Damage to Property of Others

Regardless of legal obligation, we will pay up to \$15,000 per "occurrence" to repair or replace the property of others damaged by an "insured."

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

We will pay up to the amount shown on your Declarations per policy period for:

- a. Any amount an "insured" is legally obligated to pay resulting from:
 - (1) Theft, loss or unauthorized use of an "account fund"; or
 - (2) Loss caused by forgery or alteration of any check or negotiable instrument.

A loss will not be covered unless all the terms for using the "account fund" are complied with.

- b. Loss caused by accepting in good faith any counterfeit paper currency.

We provide defense coverages for any claim or suit seeking covered damages against you or a "family member" for theft, loss of or unauthorized use of an "account fund." Our obligation to defend any suit seeking covered damages ends when our payment under this coverage equals \$10,000.

4. Fungi/Mold

We cover "damages" any "insured" is legally obligated to pay, up to \$100,000 for each "occurrence," for "bodily injury" or "property damage" arising out of "fungi."

D. Exclusions

The following exclusions apply to **SECTION III – LIABILITY COVERAGE**. If any of the following exclusions applies, we do not provide coverage for damages, defense costs, or any other cost or expense.

1. Motorized Land Vehicles

We do not cover "personal injury" or "property damage" arising out of the:

- a. Ownership;
- b. Maintenance;
- c. Operation;
- d. Use; or
- e. Loading or unloading;

of any motorized land vehicle. This exclusion does not apply to "recreational motor vehicles" except when they are

used during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity, or timed event of any kind; or on a racetrack, test track or other course of any kind.

2. Aircraft

We do not cover "personal injury" or "property damage" arising out of the:

- a. Ownership;
- b. Maintenance;
- c. Operation;
- d. Use;
- e. Loading or unloading; or
- f. Towing;

of any "aircraft" or of any "unmanned aircraft." However, this exclusion does not apply to "personal injury" or "property damage" arising out of "unmanned aircraft":

- a. That weigh less than 11 pounds;
- b. Are used for hobby and recreational purposes only; and
- c. Are operated and, if applicable, registered, in accordance with community-based or Federal Aviation Administration regulation and safety guidelines.

3. Watercraft

We do not cover "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or towing of any "watercraft":

- a. That is over 26 feet in length or has more than 50 horsepower, owned or controlled, directly or indirectly, by an "insured," other than "watercraft" furnished or rented to an "insured" for less than 30 days;
- b. Used for any "business" or commercial purpose; or
- c. Used for participation in or practice for competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This paragraph c. does not apply to sailing vessels less than 26 feet in length.

4. Non-permissive Use

We do not cover any person who uses a motorized land vehicle or "watercraft" without permission from you or a "family member."

5. Workers' Compensation or Disability

We do not cover any damages or benefits an "insured" is legally obligated to provide under any:

- a. Workers' compensation;
- b. Disability benefits;
- c. Jones Act or General Maritime Law;
- d. Unemployment compensation;
- e. Occupational disease;
- f. Federal Longshore and Harbor Workers' Compensation Act; or
- g. Similar law.

6. Directors Errors or Omissions

We do not cover "personal injury" or "property damage" arising out of an "insured's" actions, errors or omissions as a director or officer of any corporation or organization. However, we do cover to "personal injury" or "property damage" arising out of an "insured's" activities:

- a. For a Homeowners, Condominium or Cooperative Association; or
- b. For non-compensated officers or members of a not for profit corporation or organization, unless another exclusion applies.

7. Property in Your Care

We do not cover "property damage" to property owned by, or in the custody, care or control of, an "insured." This exclusion does not apply to "property damage":

- a. Caused by fire, smoke or explosion; or
- b. To a residence that you rent to live in.

8. Insured

We do not cover "personal injury" to you or an "insured" under this policy.

9. Discrimination

We do not cover "personal injury" or "property damage" arising out of actual, alleged or threatened discrimination or harassment due to:

- a. Age;
- b. Race;
- c. National origin;
- d. Color;
- e. Sex;
- f. Creed;
- g. Handicapped status;
- h. Sexual preference; or
- i. Any other discrimination.

10. Molestation, Corporal Punishment or Physical or Mental Abuse

We do not cover "personal injury" or "property damage" arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- a. Molestation, misconduct or harassment;
- b. Bullying, other intimidation or embarrassment;
- c. Corporal punishment; or
- d. Physical or mental abuse.

11. Communicable Disease

We do not cover:

- a. "Personal injury" or "property damage" resulting from any illness, sickness or disease transmitted intentionally or unintentionally by an "insured" to anyone;
- b. Any consequence resulting from that illness, sickness or disease;
- c. Any damages for "personal injury" resulting from the fear of contracting any illness, sickness or disease; or
- d. Any consequence resulting from the fear of contracting any illness, sickness or disease.

12. Cyber Event

We do not cover actual or alleged "personal injury" or "property damage" arising out of an actual, alleged, or threatened "cyber event" or fear of a "cyber event" or any consequence thereof.

13. Financial Guarantees

We do not cover "personal injury" or "property damages" arising out of an "insured's" financial guarantee of the financial performance of any "insured," other individual or organization.

14. Pursuit or holding of public office

We do not cover "personal injury" or "property damages" arising out of an "insured's" pursuit of or holding of an elected public office. However, we do cover "damages" for you or a "family member" if:

- a. The annual compensation of the office does not exceed \$20,000, whether or not accepted; and

- b. The hours required to perform the duties required by the office do not exceed an annual average of 20 hours of work per week during the policy period, unless another exclusion applies.

15. Business

We do not cover "personal injury" or "property damage" arising out of or in connection with an "insured's" "business" property or "business" pursuits. However, we do cover "incidental business at your residence premises," "incidental business away from your residence premises," or "incidental farming," unless another exclusion applies.

We do not cover damages or consequences resulting from "business" or professional care or services performed or not performed.

16. Liability for Acts of Others

We do not cover any damages an "insured" is legally obligated to provide arising from:

- a. Any entrustment of property;
- b. The failure to supervise any person or the negligent supervision of any person; or
- c. Any parental liability or ownership liability.

This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorized land vehicle, "watercraft" 26 feet or longer or with more than 50 engine rated horsepower, "aircraft," or hovercraft.

17. Fungi/Mold

We do not cover any actual or alleged damages an "insured" is legally obligated to pay arising out of:

- a. "Fungi";
- b. The fear of "fungi"; or
- c. Any consequences resulting from "fungi" or the fear of "fungi," other than as provided under the **SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Fungi/Mold.**

18. Professional Services

We do not cover any "personal injury" or "property damage" for any "insured's" performing or failure to perform professional services, or for professional services for which any "insured" is legally responsible or licensed.

19. Protected Information and Computer Virus

We do not cover any actual or alleged damages an "insured" is legally obligated to pay arising out of the "insured's" possession of, use of, access to, or intentional or unintentional transmission of the "protected information" of anyone. We also do not cover any damages an "insured" is legally obligated to pay arising out of the intentional or accidental transmission of any virus, malware or other ransomware by an "insured" that attacks, intrudes, disrupts, or infects any computer or any electronic device of anyone.

20. War

We do not cover "personal injury" or "property damage" caused directly or indirectly by war, including any consequence of any of the following:

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

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

21. Nuclear Hazard

We do not cover "personal Injury" or "property damage" caused directly or indirectly by nuclear hazard. Nuclear hazard means:

- a. Any nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination;

all whether controlled or uncontrolled or however caused.

22. Expected or Intended Injury

We do not cover "personal injury" or "property damage" resulting from any criminal, willful, intentional, or malicious act or omission by any "insured" which is intended to result in, or would be expected by a reasonable person to cause "personal injury" or "property damage." This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person than expected or intended. However, we do cover "bodily injury" if the "insured" acted with reasonable force to protect any person or property unless another exclusion applies.

23. Wrongful Employment Act

We do not cover "personal injury" arising out of an act of a wrongful employment act.

24. Contract or Agreement

We do not cover "personal injury" or "property damage" arising from any oral or written contract or agreement entered into by an "insured." However, this exclusion does not apply to any contracts:

- a. That directly relate to the ownership, maintenance, or use of the "residence premises"; or
 - b. Where the liability of others is assumed by you prior to an "occurrence";
- unless another exclusion applies.

25. Assessments

We do not cover any assessment charged against an "insured" as a member of an association, corporation or community of property owners.

26. Sale of Property

We do not cover "personal injury" or "property damage" arising out of any written or oral statement made by you or others on your behalf which is material to the sale of any property.

27. Fuel Leakage

We do not cover "personal injury" or "property damage" arising from the escape of fuel from a fuel system. A fuel system includes any combination of containers; tanks; pipes; hoses; or pumps used to store or dispense fuel for any purpose.

E. Limit of Liability

The coverage limit shown on your Declarations for personal liability is our maximum limit of liability for all "damages," including "damages" for "personal injury," including care, loss of services or death, arising out of "bodily injury," and "property damage" for any one "occurrence."

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Persons injured;
4. "Watercraft"; or
5. "Recreational motor vehicles";

involved in the "occurrence."

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and part B. **Medical Payments to Others.**

SECTION IV—GENERAL PROVISIONS

A. Insurable Interest

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

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

B. Your Duties after a Loss

In the event of a loss for which coverage may be provided under this policy, you or an "insured" or someone acting for an "insured" must:

1. Give prompt notice to us, any of our agents in this state or your agent. Any written notice given by any claimant to us or any of our agents in this state, containing particulars sufficient to identify the "insured," will be deemed notice to us;
2. Promptly notify the police in case of loss by theft;
3. Promptly notify the credit card or electronic fund transfer card or access device company in case of loss under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Account Funds and SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money**;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim, settlement or the defense of any claim or suit;
6. Prepare an inventory of damaged property. Show the quantity, description and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to separate examination under oath;
8. Send to us, within sixty (60) days of our request, your signed, sworn proof of loss. The proof of loss must 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 the policy;
 - e. Specifications of damaged property and detailed repair estimates;
 - f. The inventory of damaged "contents" described in paragraph 6. above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Account Funds and SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money**, stating the amount and cause of loss;
9. Provide us with the names and addresses of any claimants and witnesses;
10. Promptly forward to us every notice, demand, summons or other process relating to the loss;
11. At our request, assist us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials;
 - d. To secure and give evidence and obtain the attendance of witnesses; and
 - e. Not, except at such "insured's" own cost, voluntarily make payment, assume obligation or expense other than for first aid to others at the time of a loss.
12. With respect to any "short-term rental" activity, you must provide us, as often as we reasonably require, with information concerning the number of:
 - a. Rental agreements or contracts entered into by an "insured"; and
 - b. Nights the "residence premises" was occupied, in whole or in part, by tenants. This does not include an "insured" or any "family member."

You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for release of the data or records.

C. Policy Term

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

D. Recovered Property

In the event we pay for a covered loss to property and the property is recovered, we will offer you an opportunity to buy it back for the amount we paid.

E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

F. Changes

1. This policy contains all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. Our request for an appraisal or examination will not waive any of our rights.
3. You have a duty to report to us all changes, including additions and deletions, in policy information. This includes, but is not limited to, the information listed in items 1. through 5. of this paragraph F. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease may include:
 - a. Changes in "family members'" use and regular operators' use of owned "watercraft" or "watercraft" furnished for use for more than 30 days;
 - b. Changes in mooring location, storage location, or location of use of any "watercraft" shown in a schedule in an endorsement to this policy;
 - c. The construction or renovation of any "additions and alterations" on the "residence premises";
 - d. Change of occupancy of any structures on the "residence premises"; or
 - e. Changes in coverage, loss settlement, deductibles or limits.
4. If a change resulting from paragraphs 1., 2. or 3. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
5. If we make a change which broadens coverage under this edition of your policy without an additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph, 5. does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through the introduction of:
 - a. A subsequent edition of your policy; or
 - b. An amendatory endorsement.

G. Fraud or Misrepresentation

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy at any time, including after an accident or loss, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or
3. Engage in fraudulent conduct;

in connection with a requested change, we may void the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after an accident or loss.

When we have not voided or reformed the policy, we may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

H. Conformity to Law

If any part of this policy conflicts with state or local law, this policy is amended to conform to those laws.

I. Conformity to Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from applying insurance.

J. Liberalization Clause

If a change is made which broadens coverage under this edition of our policy without any premium charge, the change will automatically apply to your policy as of the date we made the change in your state.

K. Bankruptcy

Bankruptcy or insolvency of an "insured" will not relieve us of our duties under this policy.

L. Death of an Insured

In the event of the death of an "insured," this policy will cover the legal representative of the deceased for the remainder of the Policy Period unless cancelled. We will cover the legal representative of the deceased only with respect to the premises and property of the deceased covered under this policy at the time of death.

M. Suit Against Us

You agree not to bring legal action against us unless you have first complied with all terms and conditions of this policy. For coverage under **SECTION II – PROPERTY COVERAGE**, you also agree to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined, or within one year after the date the loss has been denied in whole or in part.

For coverage under **SECTION III – LIABILITY COVERAGE**, you also agree not to bring any action against us until the amount of "damages" you are legally obligated to pay has been finally determined after an actual trial or appeal, if any, or by a written agreement between you, us and the claimant. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured."

N. Loss Payment

We will pay you within 30 days once an agreement with you is reached and you have complied with **Your Duties after a Loss** condition. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

O. Mediation or Appraisal

If you and we fail to agree on the amount of loss, either may:

1. Demand mediation of the claim, prior to taking legal action. The request must state:

- a. Why mediation is being requested; and
- b. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after a party has given notice of a demand to mediate the dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within forty-five (45) days of the mediation request. If feasible, the conference may be held by telephone.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

- a. Have authority to make a binding decision; and

- b. Mediate in good faith.

If the mediator determines that both parties have mediated in good faith, the costs of the mediation shall be shared equally by both parties.

- 2. Demand an appraisal of the loss. In this event, each party will choose a competent impartial appraiser with no financial interest in the outcome of the decision within twenty (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 fifteen (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 the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three parties will set the amount of the loss.

Each party will:

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

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

P. Other Insurance

- 1. If a loss covered under **SECTION II – PROPERTY COVERAGE** of this policy is also covered by:
 - a. Other insurance issued by other than a subsidiary or affiliate of the W. R. Berkley Corporation; 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.
 - b. A service agreement; this insurance 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 by insurance.
 - c. Other insurance issued by a subsidiary or affiliate of the W.R. Berkley Corporation; 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 unless stated elsewhere in this policy that only one of the policies will apply. However, when both Collectible Suite coverage and "contents" coverage apply to a covered loss, the amount of coverage will be the combined total of "contents" coverage, subject to special limits and all policy provisions, and the Collectible Suite Coverage.
 - d. Other insurance, a service agreement, a protection plan or a guarantee provided by, on behalf of, or through a home-sharing network platform, or similar entity, covering the same property covered by this policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.

In no case will duplicate payments be made. We will not pay for any loss for any item that is specifically scheduled and insured under another policy.

- 2. Any coverage under **SECTION III - LIABILITY COVERAGE** will be 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. However, if this policy and any other liability insurance issued to you by us, other than insurance written specifically to cover as excess over the limits of those policies, apply to the same "occurrence," the maximum limit of our liability under all of the policies shall not exceed the highest applicable limit of liability under any one policy.

As used in this **Other Insurance** provision, "other valid and collectible insurance" includes a protection plan or guarantee provided by or on behalf of or through a home-sharing network platform or similar entity covering such rental activities.

Q. Mortgage Clause

- 1. If a mortgagee is named in this policy, any covered loss to the "additions and alterations" will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named in this policy, the order of payment will be the same as the order of precedence of the mortgages.
- 2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.
3. If we decide to cancel or not renew this policy, we will notify the mortgagee at least thirty (30) days before the date cancellation or nonrenewal takes effect.
 4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
 5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

R. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on your Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for any reason by letting you know at least ten (10) days before the date cancellation takes effect.
 - c. When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least thirty (30) days before the date cancellation takes effect.
 - d. When this policy is written for a period of more than one (1) year, we may cancel for any reason at anniversary by letting you know at least thirty (30) days before the date cancellation takes effect.
3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

S. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown on your Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

T. 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 in this policy.

U. Our Right to Recover Payment

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

- 1.** Hold in trust for us the proceeds of the recovery; and
- 2.** Reimburse us to the extent of our payment.

You may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

V. Abandonment of Property

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

W. Previously Damaged Property

Any payment we make for a covered loss to covered property will be reduced by the amount paid by any insurer, including us, for a previous loss to the same covered property if you failed to properly repair or replace the covered property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies coverage under the following unless otherwise indicated:

Home Suite Policy

Renter Suite Policy

Condo Suite Policy

I. SECTION I – DEFINITIONS is amended as follows:

A. The definition of “communicable disease” is replaced by the following:

“Communicable disease” means any infectious, contagious or transmissible disease, illness, sickness or virus that can be contracted, transmitted or transferred directly or indirectly by any means.

“Communicable disease” includes, but is not limited to, an illness, sickness or disease:

1. That can be contracted, transmitted or transferred by any means directly or indirectly to a person; and
2. Includes, but is not limited to, the following and any variant(s) or strains thereof: Acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV, including but not limited to HIV 1 and HIV-2); human t-cell lymphotropic virus (HTLV, including but not limited to HTLV-I, HTLV-II); any hepatitis virus; severe acute respiratory syndrome (SARS) including but not limited to SARS-CoV-2 (the novel coronavirus that caused coronavirus disease 2019, COVID-19); Middle East Respiratory Syndrome (MERS, including but not limited to MERS –CoV); herpes virus; any venereal disease or sexually transmitted disease, illness or condition; Zika virus, Norovirus; any of the Ebola virus species; Chronic Wasting Disease (CWD); Escherichia coli (E.coli); Influenza (including, but not limited to, all strains and mutations of avian, human or swine flu); Measles, Methicillin-resistant Staphylococcus Aureus (MRSA); Salmonellosis; Legionnaires Disease; Transmissible Spongiform Encephalopathy (TSE) (including, but not limited to, Bovine Spongiform Encephalopathy (BSE, mad cow disease); Creutzfeldt-Jacob disease (nvCJD) including but not limited to New Variant Creutzfeldt-Jakob Disease; Gerstmann-Straussler-Scheinker syndrome (GSS); fatal familial insomnia (FFI); kuru; Tuberculosis, and West Nile Virus.

II. SECTION II – PROPERTY COVERAGE is amended as follows:

A. Coverage and Loss Settlement, Waiver of Deductible is replaced by the following:

Waiver of Deductible

We will waive the base “deductible” for a covered loss greater than \$100,000 if the base Deductible shown on your Declarations is \$25,000 or less. This waiver of “deductible” does not apply to:

- a. The construction “deductible” or to any Special Deductible shown on your Declarations;
- b. For losses covered under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Back Up of Sewers and Drains**; or
- c. For losses covered under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Overflow of Sump Pit**.

B. Exclusions are amended as follows:

1. The Intentional Loss exclusion is replaced by the following:

Intentional Loss

- a. We do not cover any loss arising out of any act or omission an “insured” commits or conspires to commit with the intent to cause a loss. An intentional act or omission is one whose consequences could have been foreseen by a reasonable person. This exclusion only applies to an “insured” who commits or conspires to commit an act with the intent to cause a loss.
- b. However, this exclusion will not apply to deny payment to an innocent co-“insured” who did not cooperate in or contribute to the creation of the loss if:

(1) Such loss arose out of a pattern of criminal domestic violence; and

(2) The perpetrator of the loss is criminally prosecuted for the act causing the loss.

If we pay a claim pursuant to paragraph b. above 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 legal secured interest in the property. In no event will we pay more than the limit of liability.

2. The following is added to the Pollution or Contamination exclusion:

However, we do cover damage caused by ordinary products found in the household, which are used for the cleaning and maintenance of the "residence premises."

III. SECTION III – LIABILITY COVERAGE is amended as follows:

A. Personal Liability is replaced by the following:

We will pay "damages" for "personal injury" or "property damage" for which any "insured" is legally obligated to pay caused by an "occurrence" anywhere in the world to which this coverage applies. "Damages" do not include prejudgment interest awarded against the "insured." We will also provide a defense at our expense even if the suit is groundless, false or fraudulent. We may investigate and settle or defend, as we consider appropriate, any claim or suit at our discretion. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of judgments or settlements. Costs of providing a defense, other than settlement payments, are in addition to the limit of liability. We have no duty to defend any suit or settle any claim for "personal injury" or "property damage" not covered under this policy.

B. Additional Coverages is amended as follows:

1. Claims Expenses, paragraph d. is replaced by the following:

Prejudgment interest and 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 liability coverage limit. This only applies to the extent the judgment does not exceed the coverage limit that applies.

C. Exclusions are amended as follows:

1. Communicable Disease is replaced by the following:

Communicable Disease

We do not cover:

- a. "Personal injury" or "property damage" arising out of the actual or alleged transmission of or transferal of or contracting any "communicable disease";
- b. Any consequence arising out of the actual or alleged transmission of or transferal of or contracting any "communicable disease";
- c. Any "damages" arising out of the fear of contracting, transmitting or transferring any "communicable disease"; or
- d. Any consequence arising out of the fear of contracting, transmitting or transferring any "communicable disease."

This also applies whether any insured knew he or she had contracted, transmitted, or transferred the illness, sickness or disease or that the illness, sickness or disease could be transmitted or transferred to another person.

IV. SECTION IV – GENERAL PROVISIONS is amended as follows:

A. Fraud or Misrepresentation

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy or not provide coverage to an "insured" at any time, including after an accident or loss, but not once the policy has been in effect for one year or one policy period, whichever is less, if you:

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

at the time of application. This means that we will not be liable for any loss to property, claims or "damages" that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:

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

in connection with a requested change, we may deny certain coverage under the policy.

This means that we will not be liable for claims or damages in connection with your false statements, misrepresentation or fraudulent conduct. We may do this at any time, including after an accident or loss.

We may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed. This means that we will not be liable for claims or damages in connection with your false statements, misrepresentation or fraudulent conduct.

Notwithstanding any limitations in this paragraph, we may cancel or nonrenew this policy in accordance with the terms of the **Cancellation** and **Nonrenewal** provisions in **SECTION IV – GENERAL PROVISIONS**.

B. Suit Against Us, the first paragraph is replaced by the following:

You agree not to bring legal action against us unless you have first complied with all terms and conditions of this policy. For coverage under **SECTION II – PROPERTY COVERAGE**, you also agree to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined, or within one year after the date the loss has been denied in whole or in part. However, this one-year period is extended by the number of days between the date proof of loss is submitted and the date the claim is denied in whole or in part.

C. Loss Payment provision is replaced by the following:

Loss Payment

We will pay you within 30 days once we receive your proof of loss, an agreement with you is reached, there is an entry of a final judgment, or there is a filing of an appraisal award with us. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

D. Mediation or Appraisal, paragraph 2. is replaced by the following:

Mediation or Appraisal

Demand an appraisal of the loss. In this event, each party will choose a competent impartial appraiser with no financial interest in the outcome of the decision within twenty (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 fifteen (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 the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three parties will set the amount of the loss.

Each party will:

1. Pay its own appraiser; and bear the other expenses of the appraisal and umpire equally, except as provided in 2. below:
2. We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:
 - a. You demanded the appraisal; and
 - b. The full amount of the loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

E. The following is added to Cancellation:

We will send a copy of the cancellation notice to the agent or broker and the last known mortgagee or lienholder at the last mailing address known to us.

F. Nonrenewal is replaced by the following:

1. If this policy has been in effect for five (5) years or less, we may elect not to renew it for any reason permitted by law. We may do so by mailing to you at your last mailing address known to us written notice containing the reasons for nonrenewal at least thirty (30) days before the expiration date of this policy.
2. If this policy has been in effect for over five (5) years, we may elect not to renew this policy only for the following reasons:
 - a. This policy was obtained by misrepresentation or fraud;
 - b. The risk originally accepted has measurably increased; or
 - c. For any other reason permitted by law.

We will mail to you at your last mailing address known to us written notice containing the reasons for nonrenewal. If we do not renew for reasons **a.** or **b.** above, we will provide at least thirty (30) days' notice before the expiration date of this policy. If we do not renew for reason **c.** above, we will provide at least sixty (60) days' notice before the expiration date of this policy.

G. The following is added:

ILLINOIS CONSUMER COMPLAINT NOTIFICATION

Should any complaints arise regarding this insurance, you may contact the following:

Berkley One - Service Specialists
101 Bellevue Parkway, Wilmington, DE 19809
1-855-ONE-8551 (1-855-663-8551)
Fax Number: 855-999-0825

You may also contact the Illinois Department of Insurance at either of the following addresses:

Illinois Department of Insurance

Consumer Division
122 S. Michigan Ave, 19th Floor
Chicago, Illinois 60603
(312) 814-2420
OR
Illinois Department of Insurance
320 West Washington Street
Springfield, Illinois 62767
(217) 782-4515

For Complaints:

<https://mc.insurance.illinois.gov/messagecenter.nsf>
Email: consumer_complaints@ins.state.il.us
Fax to (217) 558-2083
Phone: (877) 527-9431

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE COVERAGE ENDORSEMENT

This endorsement modifies coverage under the following:

Condo Suite Policy

Renter Suite Policy

All provisions and conditions of the policy apply unless they are altered by this endorsement.

In **SECTION II – PROPERTY COVERAGE, D. Exclusions**, the **Earth Movement** exclusion is deleted in its entirety.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DWELLINGS UP TO FOUR FAMILIES

This endorsement modifies coverage under the following:

Home Suite Policy

I. SECTION I – DEFINITIONS, “Dwelling” is replaced by the following:

“Dwelling” means the owned one-, two-, three- or four-family house shown on your Declarations. “Dwelling” does not include a condominium or a cooperative.

II. This endorsement does not:

- A. Modify any of the GENERAL PROVISIONS of your policy;**
- B. Modify any prior endorsements;**
- C. Extend the Policy Period shown on your Declarations; or**
- D. Increase the Coverage Limits shown on your Declarations.**

To the extent a provision of your policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, all other provisions of your policy and any prior endorsements apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINE SUBSIDENCE ENDORSEMENT - ILLINOIS

This endorsement modifies coverage under the following unless otherwise indicated:

Home Suite Policy
Condo Suite Policy

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is understood and agreed that for an additional premium, the following is added for the coverage under this endorsement only:

I. SECTION I – DEFINITIONS, the following definition is added:

“Mine subsidence” means the lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal mines, clay mines, limestone mines and fluorspar mines that directly damage structures. “Mine subsidence” does not mean lateral or vertical ground movement caused by anything other than a failure initiated at mine level, of man-made underground mines, including, but not limited to:

- A. Earthquake, landslide or volcanic eruption;
- B. Soil conditions, soil erosion, soil freezing or thawing improperly compacted soil, construction defects, roots of trees or shrubs; or
- C. Collapse of storm or sewer drains or rapid transit tunnels.

All damage that is caused by a single “mine subsidence” event or several “mine subsidence” events which are continuous shall constitute one “mine subsidence” occurrence.

II. SECTION II – PROPERTY COVERAGE is amended as follows:

A. To Perils Insured Against, the following is added

We insure against all direct physical loss or damage to your “dwelling,” “other structures” or “additions and alterations” caused by “mine subsidence.”

B. Coverage and Loss Settlement is amended as follows:

1. Home Suite Policy, the following is added:

a. **Dwelling and Other Structures - Mine Subsidence Limit of Liability:**

The most we will pay for a covered loss caused by “mine subsidence” to a “dwelling” or “other structure” will be up to the least of:

- (1) The “reconstruction cost” for each;
- (2) The amount of coverage for each shown on your Declarations;
- (3) \$750,000; or
- (4) The amount of insurance available in the Illinois Mine Subsidence Residential Insurance Sub-Fund to reimburse us at the time damage caused by “mine subsidence” first becomes reasonably observable.

If a covered loss to the “dwelling” or “other structures” caused by “mine subsidence” makes the “residence premises” uninhabitable, the **Loss of Use, Additional Living Expense** coverage in **SECTION II – PROPERTY COVERAGE, C. Additional Coverages** applies; provided, however that payments under this coverage do not increase the limit of liability.

2. Condo Suite Policy, the following is added:

a. **Additions and Alterations - Mine Subsidence Limit of Liability:**

The most we will pay for a covered loss caused by “mine subsidence” to “additions and alterations” at a “residence premises” that is a condominium or cooperative will be the “reconstruction cost” up to the least of:

- (1) The amount of coverage for “additions and alterations” shown on your Declarations; or

- (2) \$15,000; or
 - (3) The amount of insurance available in the Illinois Mine Subsidence Residential Insurance Sub-Fund to reimburse us at the time damage caused by "mine subsidence" first becomes reasonably observable.
- If a covered loss to "additions and alterations" caused by "mine subsidence" makes the "residence premises" uninhabitable, the **Loss of Use, Additional Living Expense** coverage in **SECTION II – PROPERTY COVERAGE, C. Additional Coverages** applies; provided, however that payments under this coverage do not increase the limit of liability.

C. **Additional Coverages**, the following is added:

For the purposes of the Mine Subsidence Endorsement, none of the **Additional Coverages** in **SECTION II – PROPERTY COVERAGE, C. Additional Coverages** apply, except for **Loss of Use**.

D. **Exclusions**, the following is added:

For purposes of the Mine Subsidence Endorsement, all of the exclusions in **SECTION II – PROPERTY COVERAGE, D. Exclusions** apply, except the **Earth Movement** exclusion.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INTEREST ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy

Condo Suite Policy

Renter Suite Policy

All provisions and conditions of the policy apply unless they are altered by this endorsement.

Schedule

Name and Address of Person or Organization:

<Name of Person/Organization>

<Address>

<Address>

<Address>

<u>Property Details</u>	<u>Additional Interest</u>
<Address> or <model (ex: watercraft)>	< > Property Coverage < > Liability Coverage

- I. In addition to any Mortgagee shown on your Declarations or elsewhere in this Policy, the persons or organizations shown in the Schedule above have an interest in the property and/or liability for the location shown in the Schedule above as set forth below.
- II. A person or organization shown in the Schedule above as an Additional Interest for Property Coverage has an interest under **SECTION II – PROPERTY COVERAGE** in the “residence premises” at the Location shown in the Schedule above.
- III. If a person or organization is shown in the Schedule above as an Additional Interest for Liability Coverage for a Location shown in the Schedule above, then the following applies to that person or entity organization for the “residence premises” at that Location:
 - A. The definition of “insured” under **SECTION I – DEFINITIONS** is amended to include that person or organization.
 - B. The first sentence of **SECTION III – LIABILITY COVERAGE, Personal Liability** is deleted and replaced with the following:

Personal Liability

We will pay “damages” for “personal injury” or “property damage” for which the “insured” is legally obligated to pay caused by an “occurrence” at the “residence premises” at the location shown in the Schedule.
- IV. If we decide to cancel or not to renew this policy, the persons or entities shown in the Schedule will be notified in writing.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED

This endorsement modifies coverage under the following:

Home Suite Policy

Renter Suite Policy

Condo Suite Policy

All provisions and conditions of the policy apply unless they are changed by this endorsement.

Schedule

Individual Names

The individual(s) shown in the Schedule above is added as an additional named insured to this policy and afforded all rights and obligations of a named insured under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSIST ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy
 Renter Suite Policy
 Condo Suite Policy

Name of the Relative(s)-in-Care	Living Care Facility		Limit of Liability	
	Name	Location	Contents	Personal Liability Coverage
			\$	\$
			\$	\$
			\$	\$

The following additional coverage is added. All provisions of the policy apply unless stated otherwise.

I. PROPERTY COVERAGE

To **SECTION II – PROPERTY COVERAGE, Additional Coverages**, the following Additional Coverage is added:

Assisted Living Care Coverage

For each Relative-in-Care shown in the Schedule, we cover “contents” of a Relative-in-Care, Additional living expenses for a Relative-in-Care, and, if shown in the Schedule, Personal Liability Coverage for a Relative-in-Care. For purposes of this endorsement, “contents” means the personal property of the Relative(s) in Care shown in the Schedule.

It is agreed that each Relative-in-Care is related to an “insured” by blood, marriage or civil union or adoption, and is not a member of your household, and regularly resides in the Living Care Facility shown in the Schedule. It is also agreed that each Living Care Facility provides assisted living services such as dining, therapy, medical or psychiatric supervision, housekeeping and social activities.

This insurance is excess over any other applicable insurance covering the same loss.

A. Contents of a Relative-in-Care

1. Covered contents

We cover “contents” owned and usually kept by a Relative-in-Care at a Living Care Facility shown in the Schedule for loss by a Peril Insured against in **SECTION II – PROPERTY COVERAGE** of this policy.

2. Limit of Liability for Contents

The Limit of Liability for “contents” shown in the Schedule is the most we will pay for any one loss regardless of the number of Relatives-in-Care residing in the same living unit in the Living Care Facility shown on the Schedule.

3. Special Limits of Liability for Contents

The special limits in **Special Limits of Liability for Contents** of the policy to which this endorsement is attached apply to the “contents” of a Relative-in-Care with the following exceptions:

- a. \$750 for money, bank notes, store value cards, bullion, gold other than goldware, silver other than silverware, and platinum.
This limit is increased to \$2,500 for bank notes, bullion, gold other than goldware, silver other than silverware, and platinum that are stored in a bank vault or bank safe deposit box.
- b. \$1,500 for Jewelry, watches, precious stones or semi-precious stones, whether set or unset, that are lost, misplaced or stolen.

The following additional **Special Limits of Liability for Contents** apply to "contents" of a Relative-in-Care shown in the Schedule and are in addition to **Special Limits of Liability for Contents** that apply to the policy to which this endorsement is attached. They do not increase the "contents" limit shown in the Schedule. The **Special Limits of Liability for Contents** shown below is the total limit for each loss for the "contents" in the following category:

Durable medical equipment such as hearing aid and other similar audio enhancement devices; eyeglasses and contact lenses; false teeth and dentures; medical alert devices walking aids such as walkers, canes and wheelchair - \$2,000.

4. Contents Not Covered

- a. "Contents" regularly located away from the Living Care Facility shown in the Schedule;
- b. "Contents" owned by you or a "family member"; and
- c. "Contents" owned by the Living Care Facility shown in the Schedule but rented to or used by a Relative-in-Care.

5. Special Contents Limitation for Loss to a Pair or Set or Parts of SECTION II - PROPERTY COVERAGE, B. Coverage and Loss Settlement applies to the "contents" of a Relative-in-Care.

B. Additional Living Expense for a Relative-in-Care

1. If a loss caused by a Peril Insured Against in **SECTION II – PROPERTY COVERAGE** of the policy to which this endorsement is attached, makes that part of a Living Care Facility shown in the Schedule where a Resident-in-Care resides not fit to live in or results in suspension of facility operations, we will cover the necessary increase in living expenses the Relative-in-Care incurs to maintain their normal standard of living. The amount we will pay for each loss will not exceed a maximum of \$500 per month for no more than 12 consecutive months. This amount is the most that we will pay for any one loss, regardless of the number of Relatives-in-Care residing in the same living unit in the Living Care Facility shown in the Schedule.
2. If a civil authority prohibits the use of the Living Care Facility for more than 24 consecutive hours as a direct result of:
 - a. A loss or a threat of a loss to the Living Care Facility, or
 - b. A loss to neighboring premises,

caused by a Peril Insured Against in the policy to which this endorsement is attached, we cover the necessary increase in living expense incurred by the Relative-in-Care for no more than 30 days, up to \$100 per day. This amount is the most that we will pay for any one loss, regardless of the number of Relatives-in-Care residing in the same living unit in the Living Care Facility shown in the Schedule.

C. Additional Coverages for a Relative-in-Care

Only the **Property Removal** in **SECTION II - PROPERTY COVERAGE, C. Additional Coverages** apply to the Relative-in-Care.

D. Deductible

A \$500 "deductible" applies to damage to the **Contents of a Relative-in-Care** coverage under this endorsement. However, if a single loss event results in damage to "contents" of a Relative-in-Care and to "contents" covered under the policy to which this endorsement is attached, only the "deductible" amount shown in the Schedule will apply.

E. Exclusions

With respect to the coverage provided by this endorsement, the following is added to **SECTION II – PROPERTY COVERAGE**, paragraph **D. Exclusions**:

- a. We do not cover loss or expense due to cancellation of a lease or of an agreement.
- b. We do not cover Additional Living Expense for a Relative-in-Care due to:

- (1) Renovation, maintenance or other routine servicing of either the Relative-in-Care's unit or the Living Care Facility, which causes the Relative-in-Care to temporarily live away from his or her unit or away from the Living Care Facility;
- (2) Delay of the completion of maintenance, building or renovation of the Relative-in-Care's unit or the Living Care Facility which:
 - (a) Causes the Relative-in-Care to leave, or prevents the Relative-in-Care from inhabiting or occupying his or her unit; or
 - (b) Causes the Living Care Facility's operations to be suspended;
- (3) The bankruptcy, lack of funds to continue operations, or court-ordered closure of the Living Care Facility due to financial matters or failed inspection for health code violations;
- (4) Labor strikes, work stoppages, or any other employment-related activities initiated by employees of the Living Care Facility or union members, that delay or suspend the Living Care Facility's operations; or
- (5) The eviction of a Relative-in-Care from the Living Care Facility.

II. LIABILITY COVERAGE

- A. With respect to the coverage provided by this endorsement, the following is added to the definition of "insured" in **SECTION I – DEFINITIONS:**
 "Insured" also means a Relative-in-Care shown in the Schedule.
- B. **SECTION III – LIABILITY COVERAGE**, part **B. Medical Payments to Others** does not apply to Relatives-in-Care shown in the Schedule.
- C. **SECTION III – LIABILITY COVERAGE**, part **C. Additional Coverages** do not apply to the Relatives-in-Care shown in the Schedule except for the following Additional Coverage: **Damage to Property of Others**.
- D. With respect to the coverage provided by this endorsement, the following exclusion is added to **SECTION III – LIABILITY COVERAGE**, paragraph **D. Exclusions:**
Personal Liability does not apply to:
 - a. Liability assumed by the Living Care Facility shown in the Schedule prior to an "occurrence"; or
 - b. "Bodily injury" to professional or support staff of the Living Care Facility shown in the Schedule that occurs while such person is on or off duty and attending to a Relative-in-Care shown in the Schedule.
- E. With respect to the coverage provided by this endorsement, **SECTION III - LIABILITY COVERAGE**, part **E. Limit of Liability** is replaced by the following:

The limit of liability shown in the Schedule for Relative-in-Care Personal Liability is the maximum limit of liability for all "damages," including "damages" for "personal injury," including care, loss of services or death, arising out of "bodily injury," and "property damage" for any one "occurrence." This is the most we will pay regardless of the number of "insureds," claims made or persons injured involved in the "occurrence."

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BREAKDOWN ENDORSEMENT

This endorsement modifies insurance under the following:

Home Suite Policy

Condo Suite Policy

Renter Suite Policy

The following applies to **SECTION II – PROPERTY COVERAGE** only:

Schedule - Equipment Breakdown Coverage	
Equipment Breakdown Coverage Limit	\$<100,000, 250,000, 500,000>
Equipment Breakdown Coverage Deductible	\$1,000

- A.** With respect to the coverage provided under this endorsement, the following is added to the **INSURING AGREEMENT**:

We will pay up to the Equipment Breakdown Coverage Limit shown in the Schedule above for each “equipment breakdown” loss to covered property at the “residence premises” shown on your Declarations for an additional premium charge.

- B.** With respect to the coverage provided under this endorsement, the following is added to **SECTION I - DEFINITIONS**:

- 1.** “Equipment breakdown” means:

- a.** Physical loss or damage, both originating within:

- (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
 - (a) Waste disposal piping;
 - (b) Any piping forming part of a fire protective system; and
 - (c) Any water piping other than:
 - i. Boiler feed water piping between the feed pump and the boiler;
 - ii. Boiler condensate return piping; or
 - iii. Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
- (2) All mechanical, electrical, electronic or fiber optic equipment; and

- b.** Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown;
- (3) Rupture, bursting, bulging, implosion, or steam explosion; or
- (4) Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances, or wires.

- 2.** “Equipment breakdown” does not mean:

- a.** Physical loss or damage caused by or resulting from any of the following:

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nestling or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;

- (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software; or
- (7) Scratching and marring.

However, if loss or damage not otherwise excluded results, then we will pay for such resulting damage.

- b. Any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of Loss:

- (1) Fire, lightning, combustion explosion;
- (2) Windstorm or hail;
- (3) Weight of snow, ice or sleet;
- (4) Freeze;
- (5) Falling objects;
- (6) Smoke;
- (7) Aircraft or vehicles;
- (8) Riot or civil commotion;
- (9) "Cyber event";
- (10) Vandalism;
- (11) Sinkhole collapse;
- (12) Volcanic action, earth movement or flood;
- (13) Leakage from fire extinguishing equipment; or
- (14) Water damage.

- C. With respect to the coverage provided under this endorsement, the following coverage in **SECTION II – PROPERTY COVERAGE, A. Perils Insured Against** is added:

We insure against direct physical loss or damage to covered property caused by an "equipment breakdown."

- D. With respect to the coverage provided under this endorsement, the following loss settlement provisions in **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement**, is added:

Equipment Breakdown Loss Settlement

We will pay you the amount you spend to repair or replace your covered property damaged by an "equipment breakdown," without deduction for depreciation up to the Equipment Breakdown Coverage Limit shown above. Our payment will be the least of:

- 1. The cost at the time of the "equipment breakdown" to repair the damaged covered property;
 - 2. The cost at the time of the "equipment breakdown" to replace the covered property with property of like kind, capacity, size and quality; or
 - 3. The amount you actually spend that is necessary to repair or replace the damaged covered property.
- E. With respect to the coverage provided under this endorsement, the **Deductibles** provision, in **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement**, is replaced with the following:

Each Equipment Breakdown Coverage loss is subject to the Equipment Breakdown Coverage Deductible shown in the Schedule above. This "deductible" applies to the "equipment breakdown" coverage. No other "deductible" in this policy applies.

- F. With respect to the coverage provided by this endorsement, the **Civil Authority** paragraph of the **Loss of Use** provision of **SECTION II - PROPERTY COVERAGE, C. Additional Coverages** is deleted.
- G. With respect to the coverage provided under this endorsement, the following coverages in **SECTION II – PROPERTY COVERAGE, C. Additional Coverages** are added as part of and not in addition to the Equipment Breakdown Coverage Limit:

1. Expediting Expense

We will pay for the expediting expense incurred as a result of an "equipment breakdown" with respect to your damaged covered property. We will pay the "reasonable extra cost" to:

- a. Make temporary repairs;

- b. Expedite permanent repairs; and
- c. Expedite permanent replacement.

The most we will pay for loss or damage under this coverage is \$10,000.

“Reasonable extra cost” shall mean the extra cost of temporary repair or replacement, of expediting the repair or replacement of such damaged equipment of the “insured,” including overtime and the extra cost of express or other rapid means of transportation.

2. Spoilage Coverage

We will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an “equipment breakdown” to property covered by this policy. The most we will pay for loss or damage under this coverage is \$10,000.

Any coverage provided under **SECTION II – PROPERTY COVERAGE, C. Additional Coverages**, for **Food or Wine Spoilage** is in excess of any coverage provided under this Equipment Breakdown Coverage endorsement.

3. Pollutant Clean Up and Removal

We will pay for the “pollutant” clean up and removal for loss caused by an “equipment breakdown.” The most we will pay for loss or damage under this coverage is \$10,000.

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

4. Off-Premises Coverage

We will pay for loss or damage to covered property caused by an “equipment breakdown” while the covered property is temporarily away from the “residence premises.” This coverage does not apply to any motorized land vehicle, “recreational motor vehicle,” or “watercraft.” The most we will pay for loss or damage under this coverage is \$10,000.

5. Green Environmental Improvements

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

- a. Additional reasonable and necessary fees incurred by the “insured” for an accredited professional certified by a “green authority” to participate in the repair or replacement of physically damaged covered property as “green”;
- b. Additional reasonable and necessary cost incurred by the “insured” for certification or recertification of the repaired or replaced covered property as “green”;
- c. Additional reasonable and necessary cost incurred by the “insured” for “green” in the removal, disposal or recycling of damaged covered property; and
- d. Necessary reasonable Additional Living Expenses or Fair Rental Value for loss resulting from an “equipment breakdown” for the additional time required for repair or replacement of covered property, consistent with “green” in accordance with the **Loss of Use** provision of **SECTION II – PROPERTY COVERAGE, C. Additional Coverages**.

However, we will not pay more than 150% of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any loss of use loss incurred as stated above.

For purposes of this coverage:

“Green” means products, materials, methods and processes certified by a “green authority” that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

“Green authority” means an authority on “green” buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), Green Building Initiative Green Globes®, Energy Star Rating System or any other recognized “green” rating system.

6. Safety and Efficiency Improvements

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

- a. Additional cost to repair or replace that property with equipment that is better for the environment, safer, or more efficient than the equipment being repaired or replaced; and
- b. Necessary reasonable Additional Living Expenses or Fair Rental Value for loss resulting from an “equipment breakdown” for the additional time required for repair or replacement of covered property in accordance with the **Loss of Use** provision of **SECTION II – PROPERTY COVERAGE, C. Additional Coverages**.

However, we will not pay more than 150% of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any loss of use incurred as stated above.

- H. With respect to the coverage provided under this endorsement, the **Wear and Tear, Deterioration or Mechanical Breakdown** exclusion in **SECTION II – PROPERTY COVERAGE, D. Exclusions** is replaced with the following:

Wear and Tear or Deterioration

We do not cover any loss caused by:

- 1. Wear and tear, marring, deterioration;
- 2. Warping, rust or other corrosion;
- 3. Latent defect;
- 4. Inherent vice; or
- 5. Any quality in property that causes it to damage or destroy itself.

However, we do insure ensuing covered loss unless another exclusion applies.

- I. With respect to the coverage provided under this endorsement, the **Motorized Land Vehicles** exclusion in **SECTION II – PROPERTY COVERAGE, D. Exclusions** is replaced with the following:

Motorized Land Vehicles

We do not cover any loss to a motorized land vehicle or a “recreational motor vehicle” other than a garden tractor.

- J. With respect to the coverage provided under this endorsement, the following provision in **SECTION IV – GENERAL PROVISIONS** is added:

Except for the **Off-Premises Coverage** provided by this endorsement in paragraph **G.4.** above, the “equipment breakdown” coverage provided by this endorsement does not extend beyond the “residence premises.”

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COSMETIC LOSS OR DAMAGE EXCLUSION

This endorsement modifies coverage under the following:

Home Suite Policy

All provisions and conditions of the policy apply unless they are altered by this endorsement.

I. For the purposes of this endorsement, SECTION I - DEFINITIONS, is amended to include the following definitions:

- A. "Cosmetic loss or damage" means only that damage that alters the physical appearance of property but does not result in the failure of that property to perform its intended function.
- B. "Roof covering(s)" means the covering material installed on a "dwelling" or "other structure" over the roof deck, this includes, but is not limited to, all materials used in securing the "roof covering," all materials applied under the "roof covering" for moisture protection, metal components for glass portions, and the roof flashing.
- C. "Roof adornments" means roof décor, adornments, and ornaments. This includes, but is not limited to, weathervanes, chimney caps, cupolas, finials, spires and caps.
- D. "Roof drainage components" means gutters, gutter guards, downspouts, or similar materials or features which are involved in moving water from the roof away from the "dwelling" or "other structure."

II. SECTION II – PROPERTY COVERAGE, D. Exclusions, is amended to include the following exclusion:

Cosmetic Loss or Damage

We do not cover "cosmetic loss or damage" to any "roof covering" that is metal or to any "roof adornments" or "roof drainage components."

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER COVERAGE ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy

Condo Suite Policy

Renter Suite Policy

The following coverage is added to your policy. All provisions of the policy apply unless modified by this endorsement or stated otherwise.

Schedule

Coverage	Limit of Insurance
A. Limit of Liability Coverage - Aggregate	\$
B. Limit of Liability – Each Sublimit	
1. Online Extortion Coverage	\$
2. Social Engineering Coverage	
3. Cyber Bullying Coverage	
4. Identity Theft Coverage	
5. System Compromise Coverage	
6. Internet Cleanup Coverage	
7. Breach Cost Coverage	\$5,000
Deductible	\$
Total Premium	\$
<i>Information required to complete this Schedule will be shown on your policy Declarations if not shown above.</i>	

I. SECTION I – DEFINITIONS

- A. Solely with respect to the coverage provided by this endorsement, the definition of "insured" in **SECTION I – DEFINITIONS** is replaced by the following: "Insured" means you or a "family member."
- B. Solely with respect to the coverage provided by this endorsement, the following definitions are added:
 - 1. "Breach event" means the theft or unauthorized disclosure of "protected information," in an "insured's" possession for a non-business related activity and stored on a "computing device" or in "paper records," due to an "insured's" unintentional failure to safeguard it.
 - 2. "Breach costs" means "notification expenses," "monitoring expenses" and "investigation expenses."
 - 3. "Cleanup costs" means the reasonable and necessary fees and expenses to retain the services of a law firm or reputation management service provider, that we approve in advance, in response to an "Internet cleanup event." "Cleanup costs" do not include any costs of litigation, threatened litigation or legal proceedings including but not limited to court costs, expenses, costs of counsel, discovery, investigation or settlement.
 - 4. "Communication" means a verifiable and traceable email, electronic message, text message, cable message, or written instruction you or a "family member" reasonably believe to be from a person or entity with whom you or a "family member" have an established relationship that fraudulently directs you to pay, transfer or deliver money.

5. "Computing Device" means a personal desktop, laptop, tablet computer, mobile telephone or wi-fi router or other internet access point. Such device must be owned or leased by an "insured" and operated under an "insured's" control.
6. "Connected Home Device" means any electronic device, other than a computing device, that connects to the internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:
 - a. thermostats;
 - b. entertainment systems;
 - c. appliances;
 - d. smoke, fire and home security monitoring systems; or
 - e. cameras.Such device must be owned or leased by an insured and operated under an insured's control.
7. "Costs" means any: "breach costs"; "cleanup costs"; "cyber bullying costs"; "data replacement costs"; "extortion costs"; "ID event costs"; "social engineering costs"; or "system restoration costs."
8. "Cyber bullying" means any verifiable and traceable electronic messages, text messages, emails or voicemails through which two or more related acts of harassment or intimidation were perpetrated specifically against an "insured." The time lapse between the first and second acts of harassment must not be greater than sixty (60) days. However, to qualify for coverage as "cyber bullying," an "insured" must be diagnosed by a licensed psychiatrist or psychologist with depression, mental anguish or shock within one hundred twenty (120) days of the first discovery of the first related act of harassment, and also rendered unable to go to work or attend school for more than one week, as a direct result of that harassment or intimidation. You first discover cyber bullying when the second related act of harassment occurs. Any acts of harassment that are based upon or arise from the same, or any continuous, repeated, related, or substantially similar, fact, circumstance, subject, situation, decision, cause, person or persons, or transaction, are deemed to be one event of cyber bullying.
9. "Cyber bullying costs" means any of the following fees and expenses approved in advance by us for an "insured" who was the target of "cyber bullying," if reasonable and necessary.
 - a. Psychiatric services to address the diagnosed depression, mental anguish or shock of that "insured." Such services do not include the cost of a rest or recuperation center, rehabilitation center or similar in-patient facility.
 - b. Temporary relocation expenses for that "insured."
 - c. The cost of a temporary private tutor for that "insured."
 - d. The cost of new school enrollment and any increase in tuition for the first year after "cyber bullying" for an "insured" student who transfers to a new school due to "cyber bullying."
10. "Data replacement costs" means the reasonable and necessary fees and expenses of a professional services firm that we approve in advance in writing, to replace, restore or retrieve electronic data in a "computing device" and "connected home device" that a "system compromise" corrupted, destroyed, damaged or deleted.

"Data replacement costs" do not include the following:

 - a. The costs to research, create, recreate or replace any software programs or operating systems that are obsolete or not commercially available.
 - b. The cost of data that cannot be reasonably replaced, including personal data including but not limited to photos, music or other media.
 - c. The cost to update, replace, restore, or otherwise improve electronic data or a "computing device" and "connected home device" to a level beyond what existed immediately before the "system compromise."
 - d. Consequential loss or damage or the economic or market value of any electronic data.
 - e. Any "business" records or related "business" data that may be stored on a "computing device" and "connected home device."

- 11.** "Extortion costs" means reimbursement of reasonable and necessary expenses and ransom money (including cryptocurrency and interest on any loan necessary to pay a ransom or reward to any informant) to negotiate or transmit payment for an "extortion event."
- 12.** "Extortion event" means any or all of the following, if made against you or a "family member" by a third party who is not an "insured."
 - a.** A credible threat or series of threats to cause a "network disruption" in a "computing device" and "connected home device."
 - b.** A credible demand or series of demands for money or other consideration to restore a "computing device" and "connected home device" after a "network disruption" caused by that third party.
 - c.** A credible threat or series of threats to steal or release "protected information" from a "computing device" and "connected home device" as a result of a "network disruption."

Such demands or threats that are based upon or arise from the same, or any continuous, repeated, related, or substantially similar, fact, circumstance, subject, situation, decision, cause, person or persons, or transaction, are deemed to be one "extortion event." You first discover an "extortion event" when you first receive such demand or threat. However, to qualify for coverage as an Extortion Event, an Insured must have timely and formally reported the Extortion Event to law enforcement authorities.

- 13.** "Event" means any: "extortion event"; "cyber bullying"; "ID event"; "system compromise"; "Internet cleanup event"; "breach event" or "social engineering."
- 14.** "ID event" means the fraudulent use of the "protected information" of:
 - a.** An "insured"; or
 - b.** Any other individual whose "protected information" was in the possession of an "insured," for a non-business related activity;

by a third party who is not an "insured" to obtain credit and/or loans, become a party to any contract or written agreement or otherwise commit a crime. You first discover an "ID event" when you discover the fraudulent use of the "protected information." To qualify for coverage as an "ID event", an "insured" must have timely and formally reported the "ID event" to law enforcement authorities.
- 15.** "ID event costs" means any of the following fees and expenses approved by us, if reasonable and necessary and incurred as a direct result of an "ID event" involving the fraudulent use of the "protected information" of an "insured":
 - a.** Costs to re-apply for loans, grants or credit accounts, including postage and notarization.
 - b.** Costs for credit reports from established credit bureaus.
 - c.** Legal fees and expenses of an attorney we approve to defend an "insured" against a civil suit, government audit, or criminal charges brought against an "insured" as a result of an "ID event."
 - d.** Your actual lost wages as a direct result of the "ID event" due to an "insured's" time away from work, either as a whole or partial work day. However, the time away from work must have been solely to perform tasks to remedy the "ID event" that could not have been performed outside normal working hours. Actual lost wages include used vacation days and floating holidays and paid personal days, but not sick days or time missed from a self-employed job.
 - e.** Costs to supervise an "insured's" dependents while an "insured" performs tasks outside of the home to remedy the "ID event," if an "insured" is their normal caretaker.

"ID event costs" also means "costs" of a firm we assign, after an "ID event" to help restore command of an "insured's" identity or the identity of an individual described in paragraph **b.** of the definition of "ID event."

"ID event costs" do not include any other "costs" or fees associated with preventing loss caused by an "ID event."

- 16.** "Internet cleanup event" means any factually untrue written statement specifically about you or a "family member" published on the Internet, by someone other than you or a "family member," that you or a "family member" can prove to be untrue. With respect to such coverage, such statement will be accepted as factually untrue where you or a "family member" are able to demonstrate in good faith to our reasonable satisfaction

that such statement is factually untrue. To constitute an “internet cleanup event,” a factually untrue written statement about the “insured” must refer specifically to that “insured” either by name or by other characteristics sufficient to uniquely identify the insured. A statement that refers to a group, of which the “insured” is a member, does not constitute an “internet cleanup event.” Such statements or publications that are based upon or arise from the same, or any continuous, repeated, related, or substantially similar, fact, circumstance, subject, situation, decision, cause, person or persons, or transaction, are deemed to be one “Internet cleanup event.” You discover an “Internet cleanup event” when you discover the publication on the Internet of the factually untrue statement.

17. “Investigation expenses” means the reasonable and necessary fees and expenses charged by a service provider designated or approved in advance in writing by us to investigate a “breach event.” These expenses are limited to the determination of whether an Insured has an obligation to provide notice pursuant to an applicable “privacy law.”
18. “Jailbroken, cracked or rooted device” means any portion of a “computing device” and “connected home device” that has had its software altered from the original manufactured state.
19. “Malicious code” means an unauthorized, unwanted or harmful program, code or script, including but not limited to, any virus, Trojan horse, worm, time or logic bomb, spyware, malware or ransomware.
20. “Malware Attack” means the transmission of “malicious code” directly or indirectly into a “computing device” and “connected home device” by a third party who is not an “insured.”
21. “Mass Event” means any “event” resulting from a vulnerability or “malicious code”, or variant thereof, that is both:
 - a. the subject of an alert by, or is identified by a name or designation that is assigned by, any (i) United States (federal or state) government entity or agency or (ii) computer security, forensics, threat intelligence, or anti-virus entity, service provider or vendor (including but not limited to CrowdStrike, Juniper Networks, Mandiant/FireEye, Norton, Malwarebytes, McAfee, Kaspersky, Digital Shadows, RiskIQ, Recorded Future, Flashpoint, Anomali, Mimecast, Proofpoint, Palo Alto Networks, RSA, Seculert/Radware, Symantec, or Verizon); and
 - b. publicized (meaning reported on in two or more news or technology media or publications, including but not limited to The New York Times, Washington Post, Los Angeles Times, Financial Times, FOX Corporation, CNN, The Wall Street Journal, NBC News, ABC News, CBS News, VICE Motherboard, Data Breach Today, Krebs on Security, Dark Reading, ZD NET, Wired, PC World, The Register, or CSO Online);
- in each case prior to an “insured” providing notice of a claim pursuant to Section V,B.
22. “Monitoring expenses” means the reasonable and necessary fees and expenses charged by a service provider designated or approved in advance in writing by us to provide monitoring services, pursuant to an applicable “privacy law” to a “protected person” whose “protected information” was in an “insured’s” possession.
23. “Network disruption” means a measureable interruption, failure, or suspension in the performance of a “computing device” and “connected home device” directly caused by “malicious code.”
24. “Notification expenses” means the reasonable and necessary notification fees and expenses charged by a service provider designated or approved in advance in writing by us, to notify a “protected person” of a “breach event” pursuant to applicable “privacy law” requirements.
25. “Paper records” means any paper file an “insured” owns or possesses exclusively for the benefit of an “insured” or “insureds” for personal purposes, containing “protected information.”
26. “Privacy law” means any law or regulation applicable to persons who lawfully and permissibly obtain or possess “protected information” requiring the posting of privacy policies, and the adoption of specific privacy or security controls.
27. “Protected information” means any personal information of an individual as defined in “privacy law.”
28. “Protected person” means a person whose “protected information” was compromised as a result of a “breach event.”

- 29.** "Social engineering" means the deception of you or a "family member" through a "communication" that leads to your willing transfer of money that directly causes you financial loss. The transfer of money must be completed through a verifiable and traceable means of delivery, including but not limited to, check, wire transfer, credit card or debit card payment. Payment in cash and cryptocurrency are not considered traceable methods of delivery. Any related transfers of money arising from a related set of "communications" or that arise from or are based upon the same, or any continuous, repeated, related, or substantially similar, fact, circumstance, subject, situation, decision, cause, person or persons, or transaction, are deemed to be one event of "social engineering." To qualify for coverage as "social engineering," an "insured" must have timely and formally reported the "social engineering" to law enforcement.
- 30.** "Social engineering costs" means the loss of money transferred by the "insured" as a direct result of "social engineering." "Social engineering costs" do not include:
- a. Legal expenses (including any costs arising out of actual or threatened litigation, mediation, arbitration or other legal proceeding, including but not limited to court costs, expenses, costs of counsel, discovery, investigation or settlement);
 - b. the facilitation of payment cost;
 - c. any amounts that have been reimbursed, or are reimbursable, to an insured by a credit card company, bank or other financial institution; or
 - d. any interest, time value or potential investment gain on the amount of money transferred by an "insured."
- 31.** "Social media" means any website or online based application that allows users to create and share content, ideas, opinions, interests and other forms of expression. "Social media" includes but is not limited to: Facebook, Twitter, Instagram, Google+, Snapchat and YouTube.
- 32.** "System compromise" means any "unauthorized access" to a "computing device" and "connected home device" that materially degraded, damaged, destroyed, corrupted, overloaded or impaired the performance of the "computing device" and "connected home device" or corrupted or destroyed any electronic data in the "computing device" and "connected home device." Such "unauthorized access" or corruption or destroyed data that are based upon or arise from the same, or any continuous, repeated, related, or substantially similar, fact, circumstance, subject, situation, decision, cause, person or persons, or transaction, are deemed to be one "system compromise." You first discover "system compromise" when you discover the degradation or damage.
- 33.** "System restoration costs" means the reasonable and necessary fees and expenses of a professional services firm we approve to restore the operating performance of a "computing device" or "connected home device" to the operating performance level existing immediately before the "system compromise." "System restoration costs" include "costs" to reinstall or replace software and remove "malicious code." "System restoration costs" do not include any of the following "costs":
- a. The cost to replace hardware, unless we determine at our discretion the cost of replacement to be less than the cost to reinstall or replace software and remove "malicious code."
 - b. Costs associated with upgrading or restoring network performance.
- 34.** "Unauthorized access" means a "malware attack" or unauthorized intrusion which results in access to or use of a "computing device" and "connected home device" or the access to or use of a "computing device" and "connected home device" by a person or organization not authorized to do so by an "insured."

II. SECTION II - CYBER COVERAGE

Subject to the applicable deductible and Limit(s) of Insurance shown in the schedule the following coverages apply:

A. Online Extortion Coverage

We will reimburse you for "extortion costs" to respond to an "extortion event," if you first discover the "extortion event" during the Policy Period.

B. Social Engineering Coverage

We will reimburse you for "social engineering costs" resulting from "social engineering," if you first discover the "social engineering" during the Policy Period.

C. Cyber Bullying Coverage

We will reimburse you for “cyber bullying costs” resulting from “cyber bullying,” if you first discover the “cyber bullying” during the Policy Period.

D. Identity Theft Coverage

We will reimburse you for “ID event costs” to respond to an “ID event,” if you first discover, and timely and formally report to police, the “ID event” during the Policy Period.

E. System Compromise Coverage

We will reimburse you for “data replacement costs” and “system restoration costs” resulting from a “system compromise,” if you first discover the “system compromise” during the Policy Period.

F. Internet Cleanup Event Coverage

We will reimburse you for “cleanup costs” to respond to an “Internet cleanup event,” if you first discover the “Internet cleanup event” during the Policy Period.

G. Breach Cost Coverage

We will reimburse you for “breach costs” to respond to a “breach event,” if you first discover the “breach event” during the Policy Period.

III. SECTION III - CYBER EXCLUSIONS

The following exclusions apply to Cyber Coverage provided under this endorsement:

- A. We will not pay any “costs” based upon, arising out of, associated with, in whole or in part, directly or indirectly, for any of the following:
1. Your or a “family member’s” wrongful, dishonest, fraudulent, criminal or malicious act, including your or a “family member’s” intentional violation of the law or intentional support of or participation in an “event.”
 2. Any fines, penalties, sanctions, taxes or fees assessed against you or a “family member.”
 3. Any third party liability losses or defense costs resulting from a third party claim. However, this exclusion does not apply to defense costs from a civil suit, government audit, or criminal charges brought against you as a result of an “ID event.” This exclusion also does not apply to the cost of a firm we assign to restore command of an individual’s identity after an “ID event.”
 4. Any “business” and “incidental business” dealings, activities, relationships or transactions where you or a “family member” are the owner, operator or employee of such “business” or “incidental business.”
 5. Fund-raising activities, even if volunteer.
 6. Any investments you or a “family member” made in any “business,” corporation, partnership, real estate, securities, or other similar investment venture.
 7. Solely with respect to Social Engineering Coverage, any of the following:
 - a. The failure to provide any good or service; or the failure, inadequacy, inappropriateness or malfunction of any good or service.
 - b. Your or a “family member’s” advancement or payment of any cost, fee, reward or amount based upon a third party’s promise or guarantee.
 - c. Any loan you or a “family member” makes, any charitable gift you or a “family member” makes, credit you or a “family member” extends or similar credit or lending agreement by you or a “family member.”
 - d. The participation in or usage of any lottery, gambling or auction.
 8. Any electrical or mechanical surge, failure, or interruption including but not limited to: power interruption; surge; brownout or blackout; defect in any telephone, telecommunications, or data transmission lines, services, equipment or infrastructure, internet service provider, or cloud service provider; or any failure of any device or system that is not owned (or, solely in the case of a Wi-fi router, owned or leased) by an “insured” and operated under an “insured’s” control.

9. Any fact, circumstance, decision, event or situation that you or a "family member" were aware, prior to the inception of this endorsement or any similar endorsement we previously issued to you or a "family member," might reasonably lead to an "event."
 10. Any "event" initiated by an "insured", or anyone that would have previously qualified as an "insured."
 11. Any of the following:
 - a. Nuclear reaction or radiation; radioactive contamination or substance; or electromagnetic field or radiation, or electromagnetism.
 - b. War, invasion, acts of foreign enemies or hostilities (whether war is declared or not); rebellion, revolution, insurrection, war-like action, coup, usurped power or military power.
 - c. Fire, smoke, flood, earthquake, volcanic eruption, explosion, lightning, wind, water, hail, tidal wave, landslide, any other natural or physical event, however caused.
 12. The seizure, nationalization, confiscation, destruction, deletion or expropriation of any "protected information" or any "computing device" and "connected home device" by any governmental authority.
 13. Shortcomings, errors or mistakes in any set of instructions (oral, written, or electronic), scripts, program, code or software that is executed, run or installed on a "computing device" or "connected home device" either
 - a. During the course of the legitimate and authorized upgrade, update or maintenance process of any software, firmware or hardware on a "computing device" or "connected home device," or
 - b. That are present within the firmware or hardware of a "computing device" or "connected home device" as a result of the manufacturing process.
 14. Any of the following:
 - a. misconfiguration of information technology systems,
 - b. service interruptions (including, but not limited to, domain name system configuration changes and domain name hijacking),
 - c. malicious insider activity, or
 - d. the distribution of "malicious code",
 in each case of or by third parties that cause "malware attacks", "network disruptions" or other interference with services provided to a "computing device" and "connected home device." For the purpose of this exclusion, third parties refer to any cloud service provider, or any other entity providing or servicing hardware or software over the internet or providing other services to an "insured" over the internet, including but not limited to the provision of software as a service, infrastructure as a service, managed security as a service, platform as a service, or any form of cloud data storage as a service.
 15. Any "mass event."
 16. Any portion of a "computing device" and "connected home device" that is a "jailbroken, cracked or rooted device."
 17. Any online message, comment, picture or other data or information posted on or through a "social media" platform.
- However, this exclusion only applies to Internet Cleanup Event Coverage.
- B. We will not pay any "costs" based upon, arising out of, associated with, in whole or in part, directly or indirectly, any actual or alleged injury to person or damage to property except as provided under Cyber Bullying Coverage.

IV. SECTION IV - LIMITS OF LIABILITY AND DEDUCTIBLE

The amount of coverage for Cyber Coverage provided under this endorsement is set forth herein.

A. Limit of Liability - Aggregate

The most we will pay for all "costs" under this endorsement, regardless of the number of "insureds" or "events," is the Limit of Liability – Aggregate shown in the Schedule to this endorsement.

B. Limit of Liability – Each Sublimit

Subject to the Limit of Liability - Aggregate, the most we will pay for all “costs” under each Coverage in Part I is the Limit of Liability – Each Sublimit shown in the Schedule for each Coverage.

C. Deductible

For any “event,” we shall be liable for only the amount of the “costs” from each such “event” exceeding the “deductible” amount shown in the Schedule. We have no obligation, either to you or to any person or entity, to pay all or any portion of any “deductible” amount for or on your behalf. Solely for the purpose of applying the “deductible,” a single “deductible” amount shall apply to each “event.” This “deductible” will not be waived.

D. The Limits of Insurance shown in the Schedule are separate from, and in addition to, the coverage limit under your policy. All amounts paid under this endorsement will reduce and may completely exhaust the Limits of Insurance shown in the schedule.

V. SECTION V – CYBER COVERAGE CONDITIONS

The provisions of **SECTION V. CONDITIONS** apply to Cyber Coverage provided under this endorsement and are in addition to the provisions set forth in **SECTION IV – GENERAL PROVISIONS** in the policy to which this endorsement is attached unless otherwise stated.

A. The following Conditions are added for purposes of the coverage provided under this endorsement:

1. Territory

This endorsement applies to “events” anywhere in the world. However, this endorsement does not apply to a location subject to trade or economic sanctions or embargo by the United States of America or where the United States Office of Foreign Assets Control prohibits coverage.

2. System Maintenance

You must perform system maintenance for a “computing device” and “connected home device.” This includes but is not limited to:

- a. Providing and maintaining a license for anti-virus software, and ensuring that this software is active and in use on the “computing device,” and on the “connected home device” if applicable.;
- b. For “computing devices,” performing and installing all available software updates and patches as soon as practicable, either
 - (1) in the instance of a new “computing device”, within 48 hours of the “computing device” first being connected to the internet, and
 - (2) in all other instances, in no event more than 15 days after the updates or patches are made available.
- c. Providing and running a data backup system at regular and appropriate intervals, performing a full backup of the “computing device” at least once per month.
- d. For “connected home devices,” performing and installing all available software updates and patches as soon as practicable.

3. False and Fraudulent Event

If you report an “event” knowing it is false or fraudulent, this endorsement is void and all insurance under this endorsement is forfeited as of this endorsement’s inception.

B. To SECTION IV – GENERAL PROVISIONS, B. Your Duties After a Loss is deleted and replaced with the following:

Your Duties After a Loss

You shall report to us any “event” for which you or any “insured” seeks coverage under this endorsement immediately, but in no event later than thirty (30) days after you first discovered the “event.”

1. If there is an “event,” you or an “insured” must fully assist and cooperate with us in investigating and settling the “event.”

- a. At our request, you or an “insured” must do the following: Submit to an examination under oath; provide us with written statements; attend meetings and negotiations; and produce and make available, as often as we require all information, books, records, documents and other materials we deem relevant to the “event” or coverage.
 - b. Send to us, within sixty (60) days of our request, your signed, sworn proof of loss. The proof of loss must set forth, to the best of your knowledge and belief:
 - (1) The time and cause of loss;
 - (2) The interest of all “insureds” and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) The documentation that supports the claim as set forth in paragraph 1.a above; and
 - (5) Evidence or affidavit that supports a claim under Social Engineering Coverage and/or Online Extortion Coverage stating the amount and cause of loss.
 - c. At our request, you or an “insured” must do the following: Attend hearings, depositions, proceedings, trials and appeals; assist us in effecting settlements; and secure and give evidence and obtain the attendance of witnesses.
 - d. At our request, you or an “insured” must pursue or enforce any rights of contribution or indemnity against other persons or entities.
 - e. You or an “insured” must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment you or an “insured” may have.
 - f. You and any “insured” must refrain from discussing any “event” with anyone other than our representatives or counsel retained to represent you or an “insured.”
 - g. For a “system compromise” and “extortion event,” you or an “insured” must provide a report by a forensic vendor approved by us in advance in writing that identifies the “malicious code” or vulnerability involved in the “system compromise” or “extortion event.” For all other “events,” such report must be provided at our request.
- 2. You and any “insured” agree not to do the following without our prior written consent: make a payment; admit liability; retain attorneys, consultants, or vendors; or assume any other obligation. Any payment you or any “insured” makes without our prior written consent will be at your or that “insured’s” own expense.
 - 3. You and an “insured” agree to provide us, with all documentation that is complete and accurate of all “communication” that would comprise an “event.”
 - 4. You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for the release of data or records.
- C. To **SECTION IV – GENERAL PROVISIONS, P. Other Insurance**, the following is added for purposes of the coverage under this endorsement
This insurance is excess of and does not contribute with any other insurance that affords coverage for an “event.” This applies whether or not the other insurance is collectible. However, this does not apply to other insurance written specifically in excess of this endorsement’s Limits of Insurance.
 - D. To **SECTION IV – GENERAL PROVISIONS, U. Our Right to Recover Payment**, the following is added for purposes of the coverage under this endorsement:
 - 1. If we pay any “cost,” we are subrogated to your rights of recovery against any person or entity. You and any “insured” will cooperate with us and do whatever is necessary to secure and recover upon these rights. This includes executing any document necessary to enable us to sue in your or in an “insured’s” name.
 - 2. You shall do nothing to prejudice our position or potential or actual rights of recovery. Your rights and obligations shall survive the expiration, cancellation, or termination of this endorsement.

E. To **SECTION IV – GENERAL PROVISIONS**, the following provision is added for purposes of the coverage under this endorsement:

Duplicate Payments

If an occurrence is covered under this coverage and **SECTION II – PROPERTY COVERAGE** or **SECTION III – LIABILITY COVERAGE**, we will pay you under the part giving you the most coverage, but not under more than one part. In no event will we make duplicate payments.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE COVERAGE EXTENSION

This endorsement modifies coverage under the following:

Home Suite Policy

All provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood with respect to Earthquake Coverage Extension for the location shown on your Declarations the following applies:

- I. With respect to the coverage provided by this endorsement, the following is added to **SECTION II – PROPERTY COVERAGE, Additional Coverages:**

Earthquake Coverage

- a. We insure for direct physical loss to property caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

One or more earthquake shocks that occur within a seventy-two-hour period constitute a single earthquake. These payments do not increase your coverage amount.

- b. Special Earthquake Deductible - Unless stated otherwise, the higher of the Base Deductible shown on your Declarations or the Special Earthquake Deductible shown on your Declarations will apply.

The dollar amount of the Special Earthquake Deductible is determined by multiplying the coverage limit for "dwelling" shown on your Declarations by the Special Earthquake Deductible percentage. Both the coverage limit for "dwelling" and the Special Earthquake Deductible percentage amounts are shown on your Declarations.

- II. With respect to the coverage provided by this endorsement, the following amendments are made to **SECTION II – PROPERTY COVERAGE, D. Exclusions:**

- A. The following exclusions are added:

1. Flood

We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether:

- a. Caused by;
 - b. Resulting from;
 - c. Contributed to; or
 - d. Aggravated by;
- earthquake.

2. Filling Land

We do not cover any costs to fill land.

- B. The **Earth Movement** exclusion is deleted and replaced by the following:

Earth Movement

We do not cover any loss to your "dwelling" or "other structures" caused by earth movement. Earth movement means:

1. Landslides;
2. Mudflows;
3. Mudsildes; and
4. The sinking, rising, or shifting of land.

However, we do insure ensuing covered loss due to theft, fire, glass breakage or explosion, unless another exclusion applies.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTITY AS NAMED INSURED ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy

Condo Suite Policy

Renter Suite Policy

The following applies only to a named insured shown on your Declarations that is other than an individual.

In **SECTION III – LIABILITY COVERAGE, A. Personal Liability**, the first sentence is deleted and replaced with the following:

We will pay “damages” for “personal injury” or “property damage” for which any “insured” is legally obligated to pay caused by an “occurrence” to which this coverage applies arising out of:

1. The ownership, maintenance, or use of the “residence premises”;
2. “Incidental business”; or
3. The ownership, maintenance or use of other property for which coverage is afforded under this policy.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTITY ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy
 Condo Suite Policy
 Renter Suite Policy

Schedule

Entity Name and Mailing Address:

[Entity Name]
 [Entity Address Line 1]
 [Entity Address Line 2]
 [City, State Zipcode]

Information required to complete this Schedule, if not shown above, will be shown on your Declarations.

The following provisions apply with respect to the entity shown in the Schedule:

- I. With respect to the provisions of this endorsement the following changes apply to **SECTION I – DEFINITIONS**. The following is added to definition of “Insured”:
 If recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction, “Insured” also includes:
 The entity shown in the Schedule, but only for coverages provided by the policy for:
 - A. Under **SECTION II – PROPERTY COVERAGE**, coverage for “dwelling,” “other structures” and “additions and alterations” for that entity if legal title to such property is held by that entity; and
 - B. Under **SECTION III – LIABILITY COVERAGE**, **A. Personal Liability** and **B. Medical Payments to Others**, but only with respect to “bodily injury” or “property damage” arising out of the ownership, maintenance or use of the “dwelling,” “other structures” and “additions and alterations” the legal title to which is held by the entity.
- II. With respect to the provisions of this endorsement the following changes apply to **SECTION IV – GENERAL PROVISIONS**:
 - A. The following is added to the **Cancellation** provision:
 If this policy is cancelled, notice will also be mailed to the entity named in the Schedule above.
 - B. The following is added to the **Nonrenewal** provision:
 If we elect not to renew this policy, notice will also be mailed to the entity named in the Schedule above.
 - C. The following provisions are added:
 1. **Entity Documents**
 We must be provided, as often as we reasonably request, with copies of the entity documents for the entity shown on your Declarations.
 2. **Entity Changes And Notification Requirements**
 We must be notified promptly of any of the following changes related to the entity shown in the Schedule above that occur during the policy period:
 Changes in:
 - a. The name and mailing address of the entity;

- b.** The entity type; or
- c.** Status of the entity.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

Flood Schedule

Coverages	Coverage Limit
[Dwelling]	[\$XXX,XXX,XXX]
[Contents]	[\$XXX,XXX]
[Higher Limits of Coverage]	
[Improvements in a Basement or Enclosure]	[\$XXX,XXX]
[Contents in a Basement]	[\$XXX,XXX]
[Rebuilding to Code]	[\$XXX,XXX]
Flood Deductible	
	[\$XXX,XXX]

This endorsement modifies coverage under the following, unless stated otherwise:

Home Suite Policy

Renter Suite Policy

Condo Suite Policy

Please read this “flood coverage endorsement” carefully. The “flood” insurance provided is subject to limitations, restrictions and exclusions.

I. This “flood coverage endorsement” covers only:

- A. A non “condominium” residential “building” designed for principal use as a “dwelling” of one to four families; or
- B. A single family “dwelling” “unit” in a “condominium” “building” or apartment.

This “flood coverage endorsement” modifies the insurance provided under this policy by adding coverage for the peril of “flood,” but only when a “flood” limit of coverage is shown on your Flood Schedule.

NFIP Compliance Guarantee

This “flood coverage endorsement” is guaranteed to provide coverage for the cause of loss of “flood” which equals or exceeds the “flood” coverage offered by the “National Flood Insurance Program (“NFIP”).” To the extent that any provision within this “flood coverage endorsement” fails to provide such coverage, such provision is hereby amended to provide coverage for the cause of loss of “flood” which equals the “flood” coverage offered by the “NFIP.”

This “flood coverage endorsement” meets the private “flood” insurance requirements specified in **42. U.S.C.s. 4012a(b)** and does not contain any provision that is not in compliance with **42 U.S.C.s. 4012a(b)**.

As an alternative to this “flood coverage endorsement,” “flood” insurance may be available under the “NFIP” through your agent who may obtain a policy either directly through the “NFIP” or through an insurance company that participates in the “NFIP.”

II. SECTION I – DEFINITIONS

A. The following definitions are added to SECTION I – DEFINITIONS:

1. “Flood” as used in this “flood coverage endorsement,” means:

- a. A general and temporary condition of partial or complete inundation of normally dry land area from:

- (1) Overflow of inland or tidal waters;
 - (2) Unusual and rapid accumulation or runoff of surface waters from any source; or
 - (3) "Mudflow."
- b. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a "flood" as defined in a.(1) above.
2. "Act" means The National Flood Insurance Act of 1968 and any amendments to it.
 3. "Actual Cash Value" means the cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
 4. "Association" means the entity made up of the "unit" owners or homeowners responsible for the maintenance and operation of:
 - a. Common elements owned in undivided shares by "unit" owners or homeowners;
 - b. Other real property in which the "unit" owners or homeowners have use rights; and where membership in the entity is a required condition of "unit" ownership or homeownership.
 5. "Basement" means any area of the "building," including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
 6. "Building" means a structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.
 7. "Condominium" means that form of ownership of real property in which each "unit" owner has an undivided interest in common elements. "Condominium" also means a cooperative form of ownership.
 8. "Direct physical loss by or from flood" means loss or damage to insured property, directly caused by a "flood." There must be evidence of physical changes to the property.
 9. "Elevated building" means a "building" that has no "basement" and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.
 10. "Enclosure" means enclosed, walled in areas below the lowest floor of an "elevated building."
 11. "Flood coverage endorsement" means the entire written contract providing "flood" insurance between you and us. It includes:
 - a. This endorsement form;
 - b. This policy and Declarations; and
 - c. Any other endorsement(s) that may be issued.
 Only the "residence premises," which is specifically listed on your Declarations, may be insured under this "flood coverage endorsement."
 12. "Improvements" means fixtures, alterations, installations or additions comprising a part of the insured "dwelling," "unit" or the apartment in which you reside.
 13. "Mudflow" means a river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water. "Mudflow" does not mean other earth movement, such as landslide, mudslide, slope failure or a saturated soil mass moving by liquidity down a slope.
 14. "National Flood Insurance Program ("NFIP")" means the program of "flood" insurance coverage and floodplain management administered under the "Act" and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
 15. "Pollutants" means substances that include, but are not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, conditional or reclaimed.
 16. "Special Flood Hazard Area" means an area having special "flood," or "mudflow," and/or "flood" related erosion hazards and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30 VE or V.
 17. "Unit" means a single family residence where you live in a "condominium" "building" or an apartment "building."

B. "The below definitions in **SECTION I – DEFINITIONS** are replaced with the following for this "flood coverage endorsement" only:

1. "Dwelling" means a "building" designed for use as a residence for no more than four families or a single-family "unit" in an apartment "building" or a "unit" in a "building" under a "condominium" form of ownership.
2. "Contents" means personal property located in a "dwelling" or "other structure" on your "residence premises" that you or a "family member" own, or at your option, personal property that is owned by a guest or domestic employee.
3. "Other structures" means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site and separated from the "dwelling" by a clear space located on the "residence premises."
4. "Additions and alterations" in your Condo Suite Policy means your "dwelling" additions, alterations, fixtures, "improvements," installations or items of real property that pertain to your "condominium" "unit" as defined in the Master Deed or governing document. "Additions and alterations" also means any other fully enclosed structure, with a fully secured roof, on the "condominium" property that is owned by you or available for your exclusive use and which you are required to insure.

III. SECTION II – PROPERTY COVERAGE, paragraph **A. Perils Insured Against**, **B. Coverage and Loss Settlement** and **C. Additional Coverages** are replaced by the following, for this "flood coverage endorsement" only:

A. Perils Insured Against

We insure against "direct physical loss by or from flood" to your "dwelling," "additions and alterations," "improvements," "contents" and "other structures" unless stated otherwise or an exclusion applies.

B. Coverage and Loss Settlement

1. Dwelling, Additions and Alterations and Improvements

For a covered "flood" loss to "dwelling" or "additions and alterations" we will pay the "reconstruction cost" for your "dwelling" or "additions and alterations" up to the coverage limit shown on your Flood Schedule for Dwelling. For a Renter Suite Policy, for a covered "flood" loss to "improvements" we will pay the "reconstruction cost" for your "improvements" up to 10% of the "flood" limit of coverage shown for "contents" on your Flood Schedule. These limits do not increase the limit of "flood" coverage for your "contents."

However, coverage for "improvements" in a "basement" or "enclosure" is limited to \$30,000 unless a higher limit of coverage for Improvements in a Basement or Enclosure is shown on your Flood Schedule. These limits do not increase the limit of "flood" coverage for your "dwelling."

2. Other Structures

For a covered "flood" loss to "other structures," we will pay the "reconstruction cost" for your "other structures" located at the "residence premises" up to the coverage limit shown on your Flood Schedule for Dwelling. These limits do not increase the limit of "flood" coverage for your "dwelling." We do not cover any appurtenant structure used or held for use for "business" or farming purposes, except "incidental business" or "incidental farming."

3. Dwelling or Other Structures under Construction

If at any time during the policy period:

- a. You are newly constructing your "dwelling";
- b. You are newly constructing an "other structure"; or
- c. You are constructing "additions and alterations," "improvements" or renovations to part of the "dwelling" or "other structures";

at the "residence premises" and the "dwelling" or "other structure" is not yet walled or roofed as described in the definition of "building," then coverage applies only while such work is in progress. If such work is halted, coverage applies only for a period of up to 90 continuous days thereafter.

4. Contents

- a. The most we will pay for a covered loss to "contents" is the lesser of the amount required to repair or replace the "contents" without application of depreciation up to the limit of the coverage for "contents" shown on your Flood Schedule. However, if the "contents" are or were obsolete or unusable as a result of their age or

condition, depreciation will be applied. For a covered "flood" loss to "contents":

- (1) The "contents" must be located in a "building" on the "residence premises"; and
 - (2) "Contents" in a "building" on the "residence premises" that is not fully enclosed must be secured to prevent flotation out of the "building." If "contents" do float out during a "flood," it will be conclusively presumed that they were not reasonably secured. In that case, there is no coverage.
- b. "Contents" are also covered for a period of 45 days at another location as set forth in **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Loss Avoidance Measures, Property Moved to Safety**.
 - c. If Dwelling coverage does not show on your Flood Schedule, we will cover your "contents" and will also cover "additions and alterations" or "improvements" made or acquired solely at your expense in the "dwelling" or "unit" in which you reside, but not for more than 10% of the "flood" limit of coverage shown for Contents on your Flood Schedule. These limits do not increase the limit of "flood" coverage for your "contents."
 - d. "Contents" in a "basement" or "enclosure" is limited to \$15,000 unless a higher limit of coverage for Contents in a Basement or Enclosure is shown on your Flood Schedule. These limits do not increase the limit of "flood" coverage for your "contents."

5. Special Contents Limitation for Loss to a Pair or Set or Parts

In addition to the limitations above and the **Special Limits of Liability for Contents**, for a covered loss to a pair or a set, we will pay the least of:

- a. The cost to replace any part to restore the pair or set to its value before the loss;
- b. The cost to repair any part to restore the pair or set to its value before the loss; or
- c. The difference between the market value of the pair or set before and after the loss.

These payments do not increase your coverage limit for Contents shown in your Flood Schedule.

6. Special Limits of Liability for Contents

These limits do not increase the limit of "flood" coverage for your "contents." We will pay no more than \$5,000 for any one loss to one or more of the following kinds of "contents," unless another limit is shown. Coverage under this part is subject to the **Coverage and Loss Settlement** provisions for **Contents** and **Special Contents Limitation for Loss to a Pair or Set or Parts**.

- a. Money, food stamps, bank notes, bullion, gold or silver platinum medals, scrip, stored value cards and smart cards;
- b. Coins, securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, personal records, tickets, passports, manuscripts and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists and includes the cost to research, replace or restore the information from the lost or damaged material;
- c. Jewelry, watches, precious and semiprecious stones and furs;
- d. Silverware, goldware, pewterware, silver-plated ware, gold-plated ware, platinumware and platinum-plated ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter;
- e. "Contents" used in any "incidental business," or "incidental farming" up to \$10,000;
- f. Artwork, photographs, collectibles or memorabilia, including but not limited to, porcelain or other figures and sports cards; or
- g. Golf carts.

We will pay only for the functional value of antiques.

7. Deductibles

When a loss is covered under this "flood coverage endorsement," the "flood" "deductible" as shown on your Flood Schedule is the amount of a covered loss you will pay.

The "deductible" does not apply to:

- a. **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Loss of Use;**
- b. **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Rebuilding to Code;**
- c. **SECITON II – PROPERTY COVERAGE, C. Additional Coverages, Loss Avoidance Measures;** or
- d. **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Loss Assessments.**

If you have a covered loss caused by "flood" and by another **Peril Insured Against** under this policy, then the "flood" "deductible" as shown on your Flood Schedule will apply separately to the covered loss caused by "flood."

8. Construction Deductible

If at any time during the policy period:

- a. You are newly constructing your "dwelling";
- b. You are newly constructing an "other structure"; or
- c. You are constructing "additions and alterations," "improvements" or renovations to any part of the "dwelling" or "other structures";

and a loss is covered under this "flood coverage endorsement," then two times the "flood" "deductible" as shown on your Flood Schedule is the amount of a covered loss you will pay.

C. Additional Coverages

These additional coverages are subject to part **B. Coverage and Loss Settlement** and part **D. Exclusions**. These coverage limits do not increase the limit of "flood" coverage for your "dwelling" or "contents."

1. Loss of Use

If a covered "flood" loss to your "dwelling," "other structures" or "contents" makes the "residence premises" not fit to live in, we cover the following up to \$250,000 or the coverage limit shown on your Flood Schedule for "dwelling," whichever is less, or if Dwelling coverage does not show on your Flood Schedule, up to \$250,000 or the coverage limit shown on your Flood Schedule for "contents," whichever is less. This limit does not increase the limit of "flood" coverage for your "dwelling" or "contents." This limit applies on an aggregate per loss basis for **Additional Living Expense, Fair Rental Value and Civil Authority**.

a. Additional Living Expense

- (1) If the "residence premises" is your primary residence, we will pay the necessary reasonable increase in living expense incurred by you so that your household can maintain its normal standard of living; or
- (2) If the "residence premises" is not your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the "residence premises."

We cover this increase for the shortest reasonable amount of time required to restore your "residence premises" to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time for your household to settle elsewhere. However, if you are newly constructing your "dwelling" or "other structure" or you are constructing "additions and alterations," "improvements" or renovations to your "dwelling" or "other structure" at the time of a covered "flood" loss, we will pay only the increase in your usual living expenses incurred by you for the shortest reasonable amount of time required to restore the "dwelling" or "other structure" to its condition prior to the covered "flood" loss. This time period is not limited by the expiration of this "flood coverage endorsement."

b. Fair Rental Value

Fair Rental Value is the amount of rent shown on a signed lease agreement less any expenses that do not continue while the "residence premises" is not fit to live in. Payment for **Fair Rental Value** will be for the shortest reasonable time required to restore your "residence premises" to a habitable condition. This time period is not limited by the expiration of this "flood coverage endorsement."

c. Civil Authority

- (1) If you are forced by a civil authority to evacuate your "residence premises" as a direct result of a covered "flood" loss or a reasonable threat of a covered "flood" loss to the "residence premises"; or
- (2) If a civil authority prohibits you from use of the "residence premises" as a direct result of a loss to a neighboring premises caused by a "flood";

We will reimburse you for the reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for up to 30 days. We will also cover any loss in fair rental value for up to 30 days if your "residence premises" is usually held for rental. The most we will pay for this coverage is \$50,000. This time period is not limited by expiration of this "flood coverage endorsement."

d. Loss Not Covered

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

2. Rebuilding to Code

After a covered “flood” loss, we will pay up to \$30,000, unless a higher limit for Rebuilding to Code is shown on your Flood Schedule, for the necessary cost for you to comply with any law or ordinance requiring or regulating the:

- a. Repair, replacement or rebuilding of the damaged portion of your “dwelling,” “additions and alterations,” “improvements,” or “other structure” made necessary by the covered “flood” loss;
- b. The demolition, replacement or rebuilding of the undamaged portion of your “dwelling,” “additions and alterations,” “improvements,” or “other structure” necessary to complete the replacement, repair or rebuilding of the damaged portion of your “dwelling,” “additions and alterations,” “improvements,” or “other structure”; and
- c. The demolition of the undamaged portion of your “dwelling,” “additions and alterations,” “improvements,” or “other structure” when your “dwelling,” “additions and alterations,” “improvements,” or “other structure” must be totally demolished, including removal of any resulting debris.

This coverage increases the limit of coverage for “dwelling” for “flood” shown on the Flood Schedule; however, the maximum you can collect under this “flood coverage endorsement” for both “dwelling” “flood” coverage and Rebuilding to Code is \$1,000,000. If Dwelling coverage does not show on your Flood Schedule, this coverage increases the limit of coverage for “contents” shown on your Flood Schedule; however, the maximum you can collect under this “flood coverage endorsement” for both “contents” and Rebuilding to Code is \$400,000. This coverage only applies if you choose to repair, rebuild or replace your “dwelling,” “additions and alterations,” “improvements” or “other structures” at the loss location.

3. Debris Removal

In the event of a covered “flood” loss at the “residence premises,” we will pay up to \$350,000, or the “dwelling” and “contents” limit of coverage for “flood” shown on your Flood Schedule, whichever is less, for the reasonable expenses you incur to remove:

- a. Non-owned debris that is on or in the insured property; and
- b. Debris of insured property anywhere.

These limits do not increase the limit of “flood” coverage for your “dwelling” or “contents.”

4. Loss Avoidance Measures

a. Sandbags, Supplies and Labor

- (1) We will pay up to \$1,000 for costs you incur to protect the insured “dwelling,” “additions and alterations,” “improvements,” “other structures” and “contents” from a “flood” or imminent danger of “flood,” for the following:
 - (a) Your reasonable expenses to buy:
 - (i) Sandbags, including sand to fill them;
 - (ii) Fill for temporary levees;
 - (iii) Pumps; and
 - (iv) Plastic sheeting and lumber used in connection with these items.
 - (b) The value of work, at the Federal minimum wage, you or a member of your household perform.
- (2) This coverage for **Sandbags, Supplies and Labor** only applies if damage to insured property by or from “flood” is imminent, and the threat of “flood” damage is apparent enough to lead a person of common prudence to anticipate “flood” damage. One of the following must also occur:
 - (a) A general and temporary condition of “flooding” in the area near the “residence premises” must occur, even if the “flood” does not reach the “dwelling” or “other structure”; or
 - (b) A legally authorized official must issue an evacuation order or other civil order for the community in which the “dwelling” or “other structure” is located, calling for measures to preserve life and property from the peril of “flood.”

These limits do not increase the limit of “flood” coverage for your “dwelling” or “contents.”

b. Property Removed to Safety

- (1) We will pay up to \$1,000 for the reasonable expenses you incur to move "contents" to a place other than the "residence premises" that contains the property in order to protect it from "flood" or the imminent danger of "flood." Reasonable expenses include the value of work, at the Federal minimum wage, you or a member of your household perform.
- (2) If you move "contents" to a location other than the "residence premises" that contains the property, in order to protect it from "flood" or the imminent danger of "flood," we will cover such "contents" while at that location for a period of 45 consecutive days from the date you begin to move it there. The "contents" that are moved must be placed in a fully enclosed "building" or otherwise reasonably protected from the elements.

Any property removed must be placed above ground level and outside of a "special flood hazard area." These limits do not increase the limit of "flood" coverage for your "contents."

5. Loss Assessments

- a. We will pay up to \$250,000 or the coverage limit shown on your Flood Schedule for "dwelling," whichever is less, or if Dwelling coverage does not show on your Flood Schedule, up to \$250,000 or the coverage limit shown on your Flood Schedule for "contents," whichever is less, of loss assessments charged against you by the "association" in accordance with the "association's" articles of association, declarations and your deed. The assessment must be made as a result of "direct physical loss by or from flood" during this "flood coverage endorsement" term, to the "building's" common elements.
- b. We will pay no more than \$1,000 for an assessment that results from the association's insurance policy deductible.
- c. We will not pay any loss assessment charged against you:
 - (1) And the "association" by any governmental body;
 - (2) That results from a loss to "contents," including "contents" of a "condominium" "building" or "dwelling"; or
 - (3) That results from a "flood" loss sustained by the "association" that was not reimbursed under a "flood" insurance policy written in the name of the "association" under the "Act" because the "building" was not, at the time of loss, insured for an amount equal to the lesser of:
 - (a) 80% or more of its full replacement cost; or
 - (b) The maximum amount of insurance permitted under the "Act."

This limit does not increase the limit of "flood" coverage for your "dwelling" or "contents."

IV. The following exclusions have been added, for purposes of this "flood coverage endorsement," to SECTION II – PROPERTY COVERAGE, D. Exclusions:

A. We do not cover loss to the following under this "flood coverage endorsement":

1. "Contents" not inside a "building";
2. A "building," and "contents" in it, located entirely in, on, or over water or seaward of mean high tide if it was constructed or substantially improved after September 30, 1982;
3. Open structures, including a "building" used as a boathouse or any structure or "building" into which boats are floated, and "contents" located in, on, or overwater;
4. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
5. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers, except as coverage is offered under **Special Limits of Liability for Contents** in SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement;
6. Underground structures and equipment, including wells, septic tanks, and septic systems;
7. Those portions of walks, walkways, decks, driveways, patios and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured "dwelling," "other structure" or the "building" in which the insured "unit" is located;
8. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;

- 9. "Dwelling," or "other structures" and all of their "contents" if more than 49% of the "actual cash value" of the "building" is below ground, unless the lowest level is at or above the "base flood" elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
 - 10. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
 - 11. "Aircraft" or "watercraft," or their furnishings and equipment;
 - 12. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
 - 13. Property not eligible for "flood" insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act and amendments to these acts;
 - 14. "Contents" you own in common with other "unit" owners comprising the membership of a "condominium association";
 - 15. Properties located in communities not participating in the "NFIP" or in the "NFIP" Emergency Program;
 - 16. Recreational vehicles, whether affixed to a permanent foundation or on wheels;
 - 17. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
 - a. Used mainly to service the "residence premises," or
 - b. Designed and used to assist handicapped persons;
 while the vehicles or machines are inside a "building" at the "residence premises."
- B. We only pay for "direct physical loss by or from flood," which means that we do not pay you for:
1. Loss of revenue or profits;
 2. Loss of access to the insured property or "residence premises";
 3. Loss of use of the insured property or "residence premises";
 4. Any additional living expenses incurred while the insured "dwelling" or "other structures" is being repaired or is unable to be occupied for any reason;
 5. Loss from interruption of "business" or production;
 6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities we describe in **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Rebuilding to Code**; or
 7. Any other economic loss you suffer.

Exclusions 1. through 4. above will apply unless coverage is provided under **SECTION II – PROPERTY COVERAGE, Additional Coverages, Loss of Use**.

- C. We do not insure a loss directly or indirectly caused by a "flood" that is already in progress at the time and date:
1. The "flood coverage endorsement" term begins; or
 2. Coverage is added at your request.
- D. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by "flood." Some examples of earth movement that we do not cover are:
1. Earthquake;
 2. Landslide;
 3. Mudslide;
 4. Land subsidence;
 5. Sinkholes;
 6. Destabilization or movement of land that results from accumulation of water in subsurface land area; or
 7. Gradual erosion.

We do, however, pay for losses from "mudflow" and land subsidence as a result of erosion that are specifically covered under our definition of "flood."

- E. We do not insure for direct physical loss caused directly or indirectly by any of the following:
1. The pressure or weight of ice;
 2. Freezing or thawing;
 3. Rain, snow, sleet, hail, or water spray;
 4. Water, moisture, mildew, or mold damage that results primarily from any condition:
 - a. Substantially confined to the "dwelling;" or
 - b. That is within your control, including but not limited to:
 - (1) Design, structural or mechanical defects;
 - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (3) Failure to inspect and maintain the property after a "flood" recedes;
 5. Water or water-borne material that:
 - a. Backs up through sewers or drains;
 - b. Discharges or overflows from a sump, sump pump, or related equipment; or
 - c. Seeps or leaks on or through the covered property;
Unless there is a "flood" in the area and the "flood" is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or seepage of water;
 6. The pressure or weight of water unless there is a "flood" in the area and the "flood" is the proximate cause of the damage from the pressure or weight of water;
 7. Power, heating, or cooling failure unless the failure results from "direct physical loss by or from flood" to power, heating, or cooling equipment on the "residence premises";
 8. Theft, fire, explosion, wind, or windstorm;
 9. Anything you or any member of your household do or conspire to do to deliberately cause loss by "flood"; or
 10. Alteration of the insured property that significantly increases the risk of "flooding."
- F. We do not insure for loss to any "dwelling," "other structures" or "contents" located on land leased from the Federal Government, arising from or incident to the "flooding" of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under "flood" insurance issued under any Federal Government program.
- G. We do not pay for the testing for or monitoring of "pollutants" unless required by law or ordinance.

V. The **Surface and Ground Water** exclusion, under **SECTION II – PROPERTY COVERAGE, D. Exclusions**, is replaced by the following for purposes of this "flood coverage endorsement":

Surface and Ground Water

We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by surface or ground water, unless the loss meets the definition of "flood," subject to the terms and conditions of this "flood coverage endorsement."

"Surface or ground water" means:

- A. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- B. Water or water-borne material below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through a "building," sidewalk, driveway, foundation, swimming pool or "other structure."

VI. **SECTION IV – GENERAL PROVISIONS** is amended for purposes of this "flood coverage endorsement":

A. The following is added to the **Mortgagee Clause**:

If we decide to cancel or not to renew the homeowner policy, the coverage provided by the provisions referenced in this "flood coverage endorsement" shall survive the termination of the homeowner policy solely for the purpose of providing coverage under this "flood coverage endorsement" for the lesser of 45 days from the date of the notice of cancellation or the date replacement coverage is obtained.

- B.** The following provision is added:

Conditions Suspending or Restricting Insurance

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREEN ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy
 Renter Suite Policy
 Condo Suite Policy

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

I. The following is added to SECTION I – DEFINITIONS:

- A. “Alternative power generating equipment” means the following equipment that uses renewable resources to generate electricity:
 - 1. Geothermal energy systems;
 - 2. Low impact hydro systems;
 - 3. Bio-mass systems;
 - 4. Bio-gas systems;
 - 5. Solar energy systems; or
 - 6. Wind energy systems.
- B. “Alternative water system” means plumbing systems, pumps and pipes, holding tanks and cisterns, whether situated above or below ground, that circulate rain water, ground water or gray water to the “dwelling” or “other structure’s” domestic or non-potable water supply or to onsite water treatment facilities or to a holding facility for outside irrigation, including structures to collect rainwater or groundwater for these purposes, but does not include underground pipes or sprinkler heads intended solely for purposes of delivering landscape irrigation that are not part of the installation of an “alternative water system.”
- C. “Appliances” means clothes washers and dryers, dishwashers, refrigerators and freezers, food preparation appliances, and water coolers listed by the United States Government Department of Energy, Environmental Protection Agency as Energy Star listed products.
- D. “Electronic equipment” means “appliances,” “home electronics” and “home office equipment.”
- E. “Home electronics” means televisions, audio/visual equipment, VCR equipment, DVD and Blu-ray players and recorders, cordless telephones, and external power adaptors listed by the United States Government Department of Energy, Environmental Protection Agency as Energy Star listed products.
- F. “Home office equipment” means desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers and multifunctional printer/scanner/fax/copying devices listed by the United States Government Department of Energy, Environmental Protection Agency as Energy Star listed products.

II. The following is added to SECTION II – PROPERTY COVERAGE, Additional Coverages:

A. Green Rebuilding Enhancement Coverage

The coverage limit for Green Rebuilding Enhancement Coverage provided under this endorsement is shown on your Declarations as a percentage of the coverage limit for the Dwelling or, for coverage for a condominium, cooperative or rental unit, as a percentage of the total of the coverage limits of Contents and Additions and Alterations shown on your Declarations.

In the event of a covered loss to a “dwelling,” if Guaranteed Replacement Cost or Extended Replacement Cost is the valuation method shown on your Declarations, your percentage amount of Green Rebuilding Enhancement Coverage is applied to the increased amount of coverage for your “dwelling.”

This coverage is in addition to the coverage limit shown on your Declarations for the Dwelling or for the Contents and Additions and Alterations.

- B. For each covered loss to a Dwelling shown on your Declarations, to Other Structures located on the "residence premises" shown on your Declarations, or covered loss to Additions And Alterations at a condominium unit, cooperative unit or rental unit shown on your Declarations, if there is an equivalent material or product acceptable under the LEED® for Homes Green Building Rating System, the National Association of Home Builders Green Building Guidelines or Energy Star Rating, then the following upgrade coverages will apply:
1. **Elimination of Ozone Depleting Substances Upgrade Coverage**
For "appliances" or equipment that contain refrigerants or chemical extinguishing agents damaged by a covered loss, we will pay reasonable expenses you incur to replace chlorofluorocarbon refrigerants (CFC) or hydro-chlorofluorocarbon (HCFC) or Halon refrigerants or fire extinguishing agents with materials acceptable under the LEED® Green Building Rating System of the United States Green Building Council or that meet the requirements of the National Association of Home Builders Green Building Guidelines.
 2. **Heating and Cooling Systems Equipment Upgrade Coverage**
For each covered loss that necessitates replacement of all or part of heating and cooling system equipment, we will pay reasonable expenses you incur to replace damaged or destroyed heating and cooling system equipment with products labeled by the United States Government Department of Energy, Environmental Protection Agency as an Energy Star qualified heating, ventilating and air conditioning (HVAC) systems of otherwise equivalent quality and function that meet the requirements of the LEED® for Homes Green Building Rating System of the United States Green Building Council or meet the requirements of the National Association of Home Builders Green Building Guidelines.
 3. **Home Envelope and Roof Upgrade Coverage**
For each covered loss that necessitates replacement of all or part of the home envelope or roof, we will pay reasonable expenses you incur to replace the damaged or destroyed home envelope or roof, or portions thereof, including insulating material, air sealing, windows, doors and skylights with products of otherwise equivalent quality and function labeled by the United States Government Department of Energy, Environmental Protection Agency as an Energy Star qualified roof product that meets the requirements of the LEED® for Homes Green Building Rating System of the United States Green Building Council or meets the requirements of the National Association of Home Builders Green Building Guidelines.
 4. **Interior Lighting Systems Upgrade Coverage**
For each covered loss that necessitates replacement of all or part of interior lighting systems that you own or which are your improvements and betterments, we will pay reasonable expenses you incur to repair damage or replace damaged or destroyed light fixtures, ballasts, and related fixtures with energy efficient upgrades of otherwise equivalent quality and function, including automatic occupancy sensor shut-off and automatic daylight dimming controls, that meet the requirements of the LEED® for Homes Green Building Rating System of the United States Green Building Council or meet the requirements of the National Association of Home Builders Green Building Guidelines.
 5. **Interior Plumbing Systems Upgrade Coverage**
For each covered loss that necessitates replacement of all or part of plumbing fixtures, we will pay reasonable expenses you incur to replace damaged or destroyed interior plumbing fixtures with energy and water efficient upgrades, including automatic faucet sensors, faucet and shower head flow restrictors, dual flush toilets and localized hot water heaters, and other interior plumbing fixtures of otherwise equivalent quality and function that meet the requirements of the LEED® for Homes Green Building Rating System of the United States Green Building Council or meet the requirements of the National Association of Home Builders Green Building Guidelines.
 6. **Low Volatile Organic Compounds Interior Finish Materials Upgrade Coverage**
We will pay reasonable expenses you incur to repair or replace defined building materials damaged by a covered loss with low Volatile Organic Compounds interior finish or other environmental quality alternative materials and products of equivalent quality and function.

Building materials subject to this upgrade coverage are:

All architectural coatings, primers under coatings, interior paints, adhesives and sealants, low emissions carpet and floor coverings, including adhesives used to affix them to the floor, and permanently installed composite wood fixtures including cabinets, counters, and partitions, where available, Forest Stewardship Council certified wood for millwork, ceilings, siding and framing, and including bamboo flooring that meet the requirements of the LEED® for Homes Green Building Rating System of the United States Green Building Council or meet the requirements of the National Association of Home Builders Green Building Guidelines.

C. Electronic Equipment Upgrade

For a covered loss to “contents” that are “electronic equipment” the following upgrade coverage applies:

We will pay the reasonable expenses you incur to replace damaged or destroyed “electronic equipment” with equipment of otherwise equivalent quality and function that has been identified by the United States Government Department of Energy, Environmental Protection Agency as Energy Star qualified, if such equivalent equipment exists.

D. Dwelling Coverage for Reconstruction

In the event of a covered loss to a Dwelling shown on your Declarations:

1. We will pay the reasonable additional cost you incur to rebuild the “dwelling” to meet the “Certified” certification requirements of the LEED® for Homes Green Building Rating System of the United States Green Building Council or meet the “Bronze” requirements of the National Association of Home Builders Green Building Guidelines.
2. We will pay up to an additional \$25,000 for reasonable expenses you incur to hire a LEED® Accredited Professional to participate in the design and construction of the reconstructed “dwelling.”
3. We will pay reasonable expenses you incur up to an additional \$25,000 in registration and certification fees charged by the United States Green Building Council or the National Association of Home Builders as a result of the certification process.

E. Recycling Additional Expense

The following is added to the Debris Removal Additional Coverage in **SECTION II – PROPERTY COVERAGE**:

We will also pay up to an additional \$25,000 for:

1. The reasonable costs that you incur to send debris caused by or resulting from a covered loss to recycling facilities rather than landfills, if such debris can be recycled; and
2. The utilization of recycled building material in reconstruction or repair. Any income or remuneration derived from this recycling shall be used to reduce the amount we pay for a covered loss.

F. Alternative Power Generating Equipment Extra Expense and Loss of Income Coverage

For a covered loss to “alternative power generating equipment” on the “residence premises” shown on your Declarations, we will pay up to a total of \$25,000 for:

1. The reasonable extra expense you incur to purchase replacement power from a public utility until such time as the “alternative power generating equipment” is repaired or replaced and is fully operational to manufacturer’s specifications; or
2. The loss of income you incur if your “alternative power generating equipment” feeds surplus power into a public utility power grid and that public utility credits, reimburses or provides rebates to you for that power, until such time as the “alternative power generating equipment” is repaired or replaced and is fully operational.

G. Alternative Water System Extra Expense

For a covered loss to an “alternative water system” on the “residence premises” shown on your Declarations, we will pay up to \$25,000 for the reasonable extra expense you incur to purchase replacement water from a public utility until such time as the “alternative water system” is repaired or replaced and is fully operational to manufacturers’ specifications.

This does not include the extra expense you incur to purchase replacement water from a public utility for underground pipes or sprinkler heads intended solely for purposes of landscape irrigation that are not part of your “alternative water system’s” installation.

H. Flush Out of Reconstructed Space

In the event of a covered loss to the Dwelling shown on your Declarations we will pay up to \$25,000 for the reasonable expense you incur to flush out the reconstructed space with one hundred percent (100%) outside air and new filtration media following reconstruction in a manner consistent with the procedures specified by the LEED® for Homes Green Building Rating System of the United States Green Building Council or with the requirements of the National Association of Home Builders Green Building Guidelines. This coverage is in addition to the coverage limit shown on your Declarations for the Dwelling.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREEN SUPPLEMENT COVERAGE

This endorsement modifies coverage under the following:

Home Suite Policy

All provisions and conditions of the policy apply, except as changed by this endorsement.

I. SECTION I – DEFINITIONS, the following definitions are added:

- A. “Alternative power generating equipment” means the following equipment that uses renewable resources to generate electricity:
 - 1. Geothermal energy systems;
 - 2. Low impact hydro systems;
 - 3. Bio-mass systems;
 - 4. Bio-gas systems;
 - 5. Solar energy systems; or
 - 6. Wind energy systems.
- B. “Alternative water systems” means plumbing systems, pumps and pipes, holding tanks and cisterns, whether situated above or below ground, that circulate rain water, ground water or gray water to the “dwelling” or “other structure’s” domestic or non-potable water supply or to onsite water treatment facilities or to a holding facility for outside irrigation, including structures to collect rainwater or groundwater for these purposes, but does not include underground pipes or sprinkler heads intended solely for purposes of delivering landscape irrigation that are not part of the installation of an alternative water system.

II. SECTION II – PROPERTY COVERAGE, C. Additional Coverages is amended as follows:

- A. The following is added to **Debris Removal**:

Recycling Additional Expense

We will also pay up to an additional \$25,000 for:

- 1. The reasonable costs that you incur to send debris caused by or resulting from a covered loss to recycling facilities rather than landfills, if such debris can be recycled; or
- 2. The utilization of recycled building material in reconstruction or repair. Any income or remuneration derived from this recycling shall be used to reduce the amount we pay for a covered loss.

- B. The following **Additional Coverages** are added:

1. Alternative Power Generating Equipment Extra Expense and Loss of Income Coverage

For a covered loss to “alternative power generating equipment” on the “residence premises” shown on your Declarations, we will pay up to a total of \$25,000 for:

- a. The reasonable extra expense you incur to purchase replacement power from a public utility until such time as the “alternative power generating equipment” is repaired or replaced and is fully operational to manufacturer’s specifications; or
- b. The loss of income you incur if your “alternative power generating equipment” feeds surplus power into a public utility power grid and that public utility credits, reimburses or provides rebates to you for that power, until such time as the “alternative power generating equipment” is repaired or replaced and is fully operational.

2. Alternative Water System Extra Expense

- a. For a covered loss to an “alternative water system” on the “residence premises” shown on your Declarations, we will pay up to \$25,000 for the reasonable extra expense you incur to purchase replacement water from a public utility until such time as the “alternative water system” is repaired or replaced and is fully

- operational to manufacturers' specifications.
- b. This does not include the extra expense you incur to purchase replacement water from a public utility for underground pipes or sprinkler heads intended solely for purposes of landscape irrigation that are not part of your "alternative water system's" installation.
- 3. Flush Out of Reconstructed Space**

In the event of a covered loss to the "dwelling" shown on your Declarations we will pay up to \$25,000 for the reasonable expense you incur to flush out the reconstructed space with one hundred percent (100%) outside air and new filtration media following reconstruction in a manner consistent with the procedures specified by the LEED® for Homes Green Building Rating System of the U.S. Green Building Council or with the requirements of the National Association of Home Builders Green Building Guidelines. This coverage is in addition to the coverage limit shown on your Declarations for the "dwelling."

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME SUITE LINE ENDORSEMENT

This endorsement modifies insurance under the following:

Home Suite Policy

The following applies to **SECTION II – PROPERTY COVERAGE** only:

Schedule – Service Line Coverage	
Service Line Coverage Limit	\$15,000
Service Line Coverage Deductible	\$1,000

With respect to the coverage provided under this endorsement, **INSURING AGREEMENT** is amended as follows:

- A. We will pay up to the Service Line Coverage Limit shown in the Schedule above for each occurrence of a “service line occurrence” to “service line covered property” for an additional premium charge.
- B. With respect to the coverage provided under this endorsement, **SECTION I - DEFINITIONS** the following apply:
 - 1. “Green” means products, materials, methods and processes certified by a “green authority” that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
 - 2. “Green authority” means an authority on “green” buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), Green Building Initiative Green Globes®, Energy Star Rating System or any other recognized “green” rating system.
 - 3. “Service line covered property” means any piping or wiring that provides the following services to the “residence premises” shown on your Declarations:
 - a. Electrical power;
 - b. Heating;
 - c. Natural gas;
 - d. Waste disposal;
 - e. Compressed air;
 - f. Water, steam;
 - g. Internet access;
 - h. Telecommunications services;
 - i. Wide area networks; or
 - j. Data transmission.

However, “service line covered property” does not include any piping or wiring that is not underground.

- 4. “Service line occurrence” means loss or damage caused by:
 - a. Wear and Tear;
 - b. Rust or other corrosion, decay, deterioration, hidden or latent defect;
 - c. Collapse, but not including sinkhole or subsidence collapse;
 - d. Electrical and mechanical or pressure systems breakdown; or
 - e. Freeze.

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

- C. With respect to the coverage provided under this endorsement, the following coverage in **SECTION II – PROPERTY COVERAGE, A. Perils Insured Against** is added:

We insure against direct physical loss or damage to “service line covered property” caused by a “service line occurrence.”

- D.** With respect to the coverage provided under this endorsement, the following loss settlement provisions in **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement**, is added:

Service Line Loss Settlement

We will pay expenses you incur to repair or replace your “service line covered property” damaged by a “service line occurrence,” without deduction for depreciation. Our payment will be the least of:

- a. The cost at the time of the “service line occurrence” to repair the damaged “service line covered property”;
 - b. The cost at the time of the “service line occurrence” to replace the “service line covered property”; or
 - c. The amount you actually spend that is necessary to repair or replace the damaged “service line covered property.”
- E.** With respect to the coverage provided under this endorsement, **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement, Deductibles** is replaced with the following:

Each Service Line Coverage loss is subject to the Service Line Coverage Deductible shown in the Schedule above. This “deductible” applies to the Service Line Coverage. No other “deductible” in this policy applies.

- F.** With respect to the coverage provided under this endorsement, in accordance with **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Loss of Use** the following is added:

We will pay for the necessary reasonable Additional Living Expenses or Fair Rental Value for loss resulting from a “service line occurrence.”

- G.** With respect to the coverage provided under this endorsement, the following coverage in **SECTION II – PROPERTY COVERAGE, C. Additional Coverages** is added as part of, and not in addition to, the Service Line Coverage Limit:

1. Green Environmental Improvements

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

- a. Additional reasonable and necessary fees incurred by the “insured” for an accredited professional certified by a “green authority” to participate in the repair or replacement of physically damaged “service line covered property” as “green”;
- b. Additional reasonable and necessary cost incurred by the “insured” for certification or recertification of the repaired or replaced “service line covered property” as “green”;
- c. Additional reasonable and necessary cost incurred by the “insured” for “green” in the removal, disposal or recycling of damaged “service line covered property”; and
- d. **Loss of Use** in accordance with **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Loss of Use**. We will pay for the necessary reasonable Additional Living Expenses or Fair Rental Value for loss resulting from a “service line occurrence” for the additional time required for repair or replacement of “service line covered property,” consistent with “green.”

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

2. Safety and Efficiency Improvements

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

- a. Additional cost to repair or replace that “service line covered property” with property that is better for the environment, safer, or more efficient than the property being repaired or replaced; and
- b. **Loss of Use** in accordance with **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Loss of Use**. We will pay for the necessary reasonable Additional Living Expenses or Fair Rental Value for loss resulting from a “service line occurrence” for the additional time required for repair or replacement of “service line covered property.”

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

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME SUITE ONE ENDORSEMENT

This endorsement modifies coverage provided under the following:

Home Suite Policy

In consideration of the additional premium charged, the following coverages apply:

I. SECTION I – DEFINITIONS is amended as follows:

A. The definition of “Incidental business at your residence premises” is replaced by the following:

“Incidental business at your residence premises” means the “business” of renting to others the “residence premises” listed on your Declarations; provided, however that “incidental business at your residence premises” does not include a “short-term rental.”

“Incidental business at your residence premises” also means a business activity, other than farming, conducted in whole, or in part, on your “residence premises” which must:

1. Not yield gross revenues in excess of \$15,000 in any year, except for the business activity of managing your or a “family member’s” personal investments, regardless of where the revenues are produced;
2. Have no employees subject to any workers’ compensation, unemployment compensation, disability benefits, or other similar laws; and
3. Conform to federal, state and local laws.

B. The definition of “Incidental business away from your residence premises” is replaced by the following:

“Incidental business away from the residence premises” means a self-employed business activity such as babysitting, lawn care, newspaper delivery, and caddying. Any of these activities must:

1. Not yield gross revenues in excess of \$15,000 in any year;
2. Have no employees subject to any workers’ compensation, unemployment compensation, disability benefits, or other similar laws; and
3. Conform to federal, state and local laws.

C. The definition of “Incidental farming” is replaced by the following:

“Incidental farming” means a farming activity which meets all of the following requirements:

1. The farming activity is incidental to your use of the “residence premises” as your residence;
2. The farming activity does not employ others for more than 1,500 hours of farm work during the policy period;
3. The farming activity does not produce more than \$50,000 in gross annual revenue from agricultural operations; and
4. If the farming activity involves the raising and caring of animals, then the farming activity:
 - a. Does not yield more than \$50,000 in gross annual revenues;
 - b. Does not involve more than 25 sales transactions during the policy period; and
 - c. Does not involve the sale of more than 50 animals during the policy period.

D. The following definitions are added:

1. “Kidnapping” means the crime of unlawfully seizing and carrying away a person by force or fraud, or seizing and detaining a person against his or her will with intent to carry away at a later time.
2. “Miscellaneous vehicle” means any motorized land vehicle, other than a “private passenger auto.” “Miscellaneous vehicle” includes but is not limited to unregistered vehicles and “recreational motor vehicles.”
3. “Private passenger auto” means:
 - a. A four-wheel vehicle of the private passenger or station wagon type;
 - b. A van or pickup truck used solely for:
 - (1) Pleasure.

- (2) Driving to and from a primary place of employment.
 - (3) Transportation to and from business appointments and/or meetings, including the transportation of salespersons' samples; or
 - (4) Incidental hauling of:
 - (a) Equipment;
 - (b) Merchandise; or
 - (c) Supplies used in commerce.
4. "Recreational motor vehicle" means a:
- a. Motorized land vehicle not owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing;
 - b. Toy designed for a child's use that is not subject to motor vehicle registration and is built not to exceed 15 miles per hour on level ground;
 - c. Golf cart used as a means of travel about a community or a golf course for golfing purposes; and
 - d. Vehicle used to assist the handicapped and not designed for or required to be registered for use on public roads.

II. SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement is amended as follows:

The following limit increases apply to **Special Limits of Liability for Contents**:

- A. Money, bank notes, store value cards, bullion, gold other than goldware, silver other than silverware, and platinum - the limit is increased from \$2,500 to \$5,000.
The \$2,500 limit is also increased to \$10,000 for bank notes, bullion, gold other than goldware, silver other than silverware, platinum that are stored in a locked home safe located on the "residence premises" or in a bank vault or bank safe deposit box.
- B. Jewelry, watches, precious stones or semi-precious stones, whether set or unset, that are lost, misplaced or stolen - the limit is increased from \$10,000 to \$25,000.
- C. Guns that are lost, misplaced or stolen - the limit is increased from \$5,000 to \$10,000.
- D. Silverware, goldware, pewterware or trophies that are lost, misplaced or stolen - the limit is increased from \$10,000 to \$25,000.
- E. For breakage losses to crystal, china, porcelains, figurines, statues, sculptures, mirrors, glassware, bric-a-brac and similar items - the limit is increased from \$10,000 to \$25,000.

III. SECTION II – PROPERTY COVERAGE, C. Additional Coverages is amended as follows:

- A. The **Data Replacement** additional coverage is replaced by the following:

Data Replacement

We will pay up to \$25,000 for expenses you incur to replace your personal data stored on a personal computer or portable computing device lost as a result of a covered loss at the "residence premises" shown on your Declarations. These payments do not increase your coverage amount.

- B. The **Landscaping** additional coverage is replaced by the following:

Landscaping

We will pay for damage to landscaping at the "residence premises" up to 5% of the coverage limit shown on your Declarations for the "dwelling" or if dwelling coverage is not available, 5% of the coverage limit for "contents" shown on your Declarations at the "residence premises" at which the covered loss occurs, but no more than \$10,000 for any one tree, shrub or plant. Landscaping does not include forestry or brush.

We will only pay for losses caused by:

- a. Aircraft;
- b. Fire, lightning or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the "residence premises"; or
- e. Theft, attempted theft, vandalism or malicious mischief.

The additional coverage applies only if you repair or replace the damaged landscaping within 180 days of the date of loss unless an alternate timeframe is agreed upon by us in writing.

- C. The **Lock Replacement** additional coverage is replaced by the following:

Lock Replacement

If the keys or remote unlocking devices to the “residence premises” listed on your Declarations are lost or stolen, we will pay the reasonable expenses to re-key or replace the locks or remote unlocking devices to that “residence premises.” Your “deductible” does not apply to this coverage.

- D. The following **Additional Coverages** are added:

1. Coverage for Damage Caused by Domestic Animals

We cover direct physical loss to covered property at the “residence premises” shown on your Declarations when such loss is caused by a domestic animal owned by you or a “family member.” The maximum we will pay for this coverage is \$10,000. The **Loss by Birds, Vermin, Rodents or Insects** exclusion does not apply to a loss covered under this additional coverage.

2. Event Cancellation Expenses

If a physical loss caused by a **Peril Insured Against** causes the “residence premises” to be uninhabitable, or causes the common area available to you through the homeowners’ association related to the “residence premises” to be unusable for the purpose intended, we will reimburse up to \$5,000 in total for:

- a. Necessary nonrefundable extra expenses you incur due to cancellation or reassignment of a planned special event that was scheduled to be held at the “residence premises” or such common area; and
- b. Necessary travel expenses you incur due to cancellation or reassignment of scheduled nonrefundable trip expenses due to a physical loss at the “residence premises.”

3. Kidnap Expense Coverage

We will pay up to \$25,000 to reimburse any of the following expenses related to a “kidnapping” of an “insured”:

- a. Attorney fees to negotiate a settlement;
- b. Lost income of the kidnapped “insured”;
- c. Travel;
- d. Lodging costs; and
- e. Telephone costs.

This is the most we will pay for any one “kidnapping” incident. No coverage applies to ransom payments caused by or in any way related to the “kidnapping” of an “insured.”

4. Loss Mitigation Measures Expenses

In the event of a covered loss for which we pay \$10,000 or more, we will also reimburse you for the reasonable costs you incur, up to \$5,000, for the purchase and installation of a loss mitigation or prevention device, approved by us, to protect your “residence premises” against a subsequent and similar loss in the future. Reimbursement will be made if you install the device within 90 days of our approval.

5. Pet Injury Coverage

If your pet is injured as a result of a covered loss at the “residence premises” shown on your Declarations, we will pay up to \$5,000 for reasonable and necessary veterinary expenses for treating the resulting injuries. This limit is the maximum we will pay for a covered loss regardless of the number of pets injured.

6. Realty Tax Increased Assessment Coverage

We will pay up to \$25,000 for any additional town or county tax assessments if the assessment is increased following a covered total loss to the “residence premises” shown on your Declarations and such loss was the cause of the tax increase. This coverage only applies to the first assessment generated after your home has been reconstructed.

IV. SECTION III – LIABILITY COVERAGE, the following is added to **Additional Coverages**:

A. Rented or Borrowed Vehicle Coverage

We will pay for “damages” you or a “family member” is legally obligated to pay for “bodily injury” and “property damage” caused by an “occurrence” during the policy period arising from an “insured’s” use of a rented or borrowed “private passenger auto” or “miscellaneous vehicle” if the limit of liability shown on your Declarations is \$1,000,000, provided that the “private passenger auto” or “miscellaneous vehicle” is furnished or rented to you for no longer than 45 consecutive days.

We provide this coverage in excess of any other insurance that applies to the “damages” caused by an “occurrence” under this Rented or Borrowed Vehicle Coverage. When no other applicable coverage exists, we will pay from the first dollar up to the limit of liability shown on your Declarations.

Rented or Borrowed Vehicle Coverage is not provided when you have coverage provided by an excess or umbrella insurance policy with us or another company or if you or a “family member” own a private passenger vehicle, pickup truck, panel truck or van.

This coverage does not cover “damages” a person is legally entitled to receive from the owner or operator of an uninsured or underinsured vehicle.

B. For purposes of this coverage, Exclusion D.1. Motorized Land Vehicles is replaced by the following:

Motorized Land Vehicles

We do not cover “personal injury” or “property damage” arising out of the:

1. Ownership;
2. Maintenance;
3. Operation;
4. Use; or
5. Loading or unloading;

of any motorized land vehicle when it is used during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity, or timed event of any kind; or on a racetrack, test track or other course of any kind.

C. For purposes of this coverage, Part E – Limit of Liability is replaced by the following:

Limit of Liability

The coverage limit shown on your Declarations for personal liability is our maximum limit of liability for all “damages,” including “damages” for “personal injury,” including care, loss of services or death, arising out of “bodily injury,” and “property damage” for any one “occurrence.”

This is the most we will pay regardless of the number of:

1. “Insureds”;
2. Claims made;
3. Persons injured;
4. “Watercraft”; or
5. Vehicles;

involved in the “occurrence.”

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **Part B - Medical Payments to Others**.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LANDSCAPING INCREASED COVERAGE

This endorsement modifies coverage under the following:

Home Suite Policy

Renter Suite Policy

Condo Suite Policy

Schedule

Landscaping Additional Coverage Limit Percentage	<XX>%
Per Tree, Shrub or Plant Limit	\$<XXXXX>
Additional Perils Selected	< > Wind and Hail
	< > Sleet and Weight of Ice and Snow

The **Landscaping** additional coverage under **SECTION II – PROPERTY COVERAGE**, is deleted and replaced with the following:

Landscaping

We will pay for damage to landscaping at the “residence premises” shown on your Declarations up to 5% of the coverage limit shown on your Declarations for the “dwelling” or if “dwelling” coverage is not available or not applicable, 5% of the coverage limit shown on your Declarations for “contents” at the “residence premises” at which the loss occurs, plus any percentage shown under Landscaping Additional Coverage Limit Percentage shown in the Schedule above.

However, notwithstanding any limit shown elsewhere in this policy, we will not pay more than the Per Tree, Shrub or Plant limit shown in the Schedule above for any one tree, shrub or plant. Landscaping does not include forestry or brush.

We will pay only for losses caused by:

- a. Aircraft;
- b. Fire, lightning or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the “residence premises”;
- e. Theft, attempted theft, vandalism or malicious mischief; or
- f. Other perils indicated by an “x” in the Schedule above.

The additional coverage applies only if you repair or replace the damaged landscaping within 180 days of the date of loss unless an alternate timeframe is agreed upon by us in writing.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS ASSESSMENT “RESIDENCE PREMISES” COVERAGE - EARTHQUAKE

This endorsement modifies coverage provided under the following:

Home Suite Policy

Condo Suite Policy

All provisions and conditions of the policy apply unless they are altered by this endorsement.

Schedule

Location of Residence	Earthquake Loss Assessment Limit

It is agreed and understood that with respect to Earthquake Loss Assessment coverage for the location above, the following applies:

The following is added to **SECTION II – PROPERTY COVERAGE, Additional Coverages:**

Earthquake Loss Assessment

If a loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption is covered under this policy for the location shown in the Schedule, we will pay up to the earthquake loss assessment limit shown in the Schedule for your share of a loss assessment charged against you during the Policy Period by a corporation or association of property owners for a loss caused by earthquake. This coverage only applies when the assessment is made as a result of a covered loss caused by earthquake to the property owned by all members collectively. We will not pay more than \$5,000 for any assessment that results from the association’s insurance policy deductible. A “deductible” does not apply to this coverage.

However, we do not cover any assessments made as a result of loss resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether caused by, resulting from, contributed to or aggravated by, earthquake.

One or more earthquake shocks that occur within a seventy-two (72) hour period constitute a single earthquake.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS OF USE LIMITATION ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy
Condo Suite Policy
Renter Suite Policy

- I. For a Home Suite Policy, **SECTION II – PROPERTY COVERAGE, Additional Coverages, Loss of Use** is revised to include the following:

The maximum amount we will pay for each occurrence for all Loss of Use, which includes Additional Living Expenses, Fair Rental Value and Civil Authority is limited to the Loss of Use Coverage Limit shown on your Declarations at the time of a covered loss. This is the most we will pay for Loss of Use for each occurrence. The coverage limit for Loss of Use will not be affected by any increase in the limit of Dwelling coverage due to the application of Guaranteed Replacement Cost or Extended Replacement Cost valuation.

However, if your Declarations indicates that No Coverage for Loss of Use applies, **SECTION II – PROPERTY COVERAGE, Additional Coverage, Loss of Use** is deleted in its entirety and there is no coverage for Additional Living Expenses, Fair Rental Value and Civil Authority.

- II. For a Condo Suite Policy or Renter Suite Policy, **SECTION II – PROPERTY COVERAGE, Additional Coverages, Loss of Use** is revised to include the following:

The maximum amount we will pay for each occurrence for all Loss of Use, which includes Additional Living Expenses, Fair Rental Value and Civil Authority is limited to the Loss of Use Coverage limit shown on your Declarations at the time of a covered loss. This is the most we will pay for Loss of Use for each occurrence. The coverage limit for Loss of Use will not be affected by any increase in the limit of Building Additions and Alterations coverage due to the application of Extended Replacement Cost valuation.

However, if your Declarations indicates that No Coverage for Loss of Use applies, **SECTION II – PROPERTY COVERAGE, Additional Coverage, Loss of Use** is deleted in its entirety and there is no coverage for Additional Living Expenses, Fair Rental Value and Civil Authority.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ONE ENDORSEMENT

This endorsement modifies coverage provided under the following:

Condo Suite Policy
Renter Suite Policy

In consideration of the additional premium charged, the following coverages apply:

I. SECTION I – DEFINITIONS is amended as follows:

A. The definition of “Incidental business at your residence premises” is replaced by the following:

“Incidental business at your residence premises” means the “business” of renting to others the “residence premises” listed on your Declarations; provided, however that “incidental business at your residence premises” does not include a “short-term rental.”

“Incidental business at your residence premises” also means a business activity, other than farming, conducted in whole, or in part, on your “residence premises” which must:

1. Not yield gross revenues in excess of \$15,000 in any year, except for the business activity of managing your or a “family member’s” personal investments, regardless of where the revenues are produced;
2. Have no employees subject to any workers’ compensation, unemployment compensation disability benefits, or other similar laws; and
3. Conform to federal, state and local laws.

B. The definition of “Incidental business away from your residence premises” is replaced by the following:

“Incidental business away from the residence premises” means a self-employed business activity such as babysitting, lawn care, newspaper delivery, and caddying. Any of these activities must:

1. Not yield gross revenues in excess of \$15,000 in any year;
2. Have no employees subject to any workers’ compensation, unemployment compensation, disability benefits, or other similar laws; and
3. Conform to federal, state and local laws.

C. The definition of “Incidental farming” is replaced by the following:

“Incidental farming” means a farming activity which meets all of the following requirements:

1. The farming activity is incidental to your use of the “residence premises” as your residence;
2. The farming activity does not employ others for more than 1,500 hours of farm work during the policy period;
3. The farming activity does not produce more than \$50,000 in gross annual revenue from agricultural operations; and
4. If the farming activity involves the raising and caring of animals, then the farming activity:
 - a. Does not yield more than \$50,000 in gross annual revenues;
 - b. Does not involve more than 25 sales transactions during the policy period; and
 - c. Does not involve the sale of more than 50 animals during the policy period.

D. The following definitions are added:

1. “Kidnapping” means the crime of unlawfully seizing and carrying away a person by force or fraud, or seizing and detaining a person against his or her will with intent to carry away at a later time.
2. “Miscellaneous vehicle” means any motorized land vehicle, other than a “private passenger auto.” “Miscellaneous vehicle” includes but is not limited to unregistered vehicles and “recreational motor vehicles.”
3. “Private passenger auto” means:
 - a. A four-wheel vehicle of the private passenger or station wagon type;

- b. A van or pickup truck used solely for:
 - (1) Pleasure.
 - (2) Driving to and from a primary place of employment.
 - (3) Transportation to and from business appointments and/or meetings, including the transportation of salespersons' samples; or
 - (4) Incidental hauling of:
 - (a) Equipment;
 - (b) Merchandise; or
 - (c) Supplies used in commerce.
- 4. "Recreational motor vehicle" means a:
 - a. Motorized land vehicle not owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing;
 - b. Toy designed for a child's use that is not subject to motor vehicle registration and is built not to exceed 15 miles per hour on level ground;
 - c. Golf cart used as a means of travel about a community or a golf course for golfing purposes; and
 - d. Vehicle used to assist the handicapped and not designed for or required to be registered for use on public roads.

II. SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement is amended as follows:

The following limit increases apply to **Special Limits of Liability for Contents**:

- A. Money, bank notes, store value cards, bullion, gold other than goldware, silver other than silverware, and platinum—the limit is increased from \$2,500 to \$5,000.
The \$2,500 limit is also increased to \$10,000 for bank notes, bullion, gold other than goldware, silver other than silverware, platinum that are stored in a locked home safe located on the "residence premises" or in a bank vault or bank safe deposit box.
- B. Jewelry, watches, precious stones or semi-precious stones, whether set or unset, that are lost, misplaced or stolen—the limit is increased from \$10,000 to \$25,000.
- C. Guns that are lost, misplaced or stolen—the limit is increased from \$5,000 to \$10,000.
- D. Silverware, goldware, pewterware or trophies that are lost, misplaced or stolen—the limit is increased from \$10,000 to \$25,000.
- E. For breakage losses to crystal, china, porcelains, figurines, statues, sculptures, mirrors, glassware, bric-a-brac and similar items—the limit is increased from \$10,000 to \$25,000.

III. SECTION II – PROPERTY COVERAGE, C. Additional Coverages is amended as follows:

- A. The **Data Replacement** additional coverage is replaced by the following:

Data Replacement

We will pay up to \$25,000 for expenses you incur to replace your personal data stored on a personal computer or portable computing device lost as a result of a covered loss at the "residence premises" shown on your Declarations. These payments do not increase your coverage amount.

- B. The **Landscaping** additional coverage is replaced by the following:

Landscaping

We will pay for damage to landscaping at the "residence premises" up to 5% of the coverage limit shown on your Declarations for "contents" at the "residence premises" at which the covered loss occurs, but no more than \$10,000 for any one tree, shrub or plant that is solely owned by you. Landscaping does not include forestry or brush.

We will only pay for losses caused by:

1. Aircraft;
2. Fire, lightning or explosion;
3. Riot or civil commotion;

4. A vehicle not owned or operated by someone who lives at the "residence premises"; or
5. Theft, attempted theft, vandalism or malicious mischief.

The additional coverage applies only if you repair or replace the damaged landscaping within 180 days of the date of loss unless an alternate timeframe is agreed upon by us in writing.

C. The **Lock Replacement** additional coverage is replaced by the following:

Lock Replacement

If the keys or remote unlocking devices to the "residence premises" listed on your Declarations are lost or stolen, we will pay the reasonable expenses to re-key or replace the locks or remote unlocking devices to that "residence premises." Your "deductible" does not apply to this coverage.

D. The following **Additional Coverages** are added:

1. **Coverage for Damage Caused by Domestic Animals**

We cover direct physical loss to covered property at the "residence premises" shown on your Declarations when such loss is caused by a domestic animal owned by you or a "family member." The maximum we will pay for this coverage is \$10,000. The **Loss by Birds, Vermin, Rodents or Insects** exclusion does not apply to a loss covered under this additional coverage.

2. **Event Cancellation Expenses**

If a physical loss caused by a **Peril Insured Against** causes the "residence premises" to be uninhabitable or causes the common area available to you through the condominium or tenants' association to be unusable for the purpose intended, we will reimburse up to \$5,000 in total for:

- a. Necessary nonrefundable extra expenses you incur due to cancellation or reassignment of a planned special event that was scheduled to be held at the "residence premises" or such common area; and
- b. Necessary travel expenses you incur due to cancellation or reassignment of scheduled nonrefundable trip expenses due to a physical loss at the "residence premises."

3. **Kidnap Expense Coverage**

We will pay up to \$25,000 to reimburse any of the following expenses related to a "kidnapping" of an "insured":

- a. Attorney fees to negotiate a settlement;
- b. Lost income of the kidnapped "insured";
- c. Travel;
- d. Lodging costs; and
- e. Telephone costs.

This is the most we will pay for any one "kidnapping" incident. No coverage applies to ransom payments caused by or in any way related to the "kidnapping" of an "insured."

4. **Loss Mitigation Measures Expenses**

In the event of a covered loss for which we pay \$10,000 or more, we will also reimburse you for the reasonable costs you incur, up to \$5,000, for the purchase and installation of a loss mitigation or prevention device, approved by us, to protect your "residence premises" against a subsequent and similar loss in the future. Reimbursement will be made if you install the device within 90 days of our approval.

5. **Loss of Use of Parking Spot**

If you are unable to access or use a parking space you own or lease, we will pay the necessary reasonable increase in expense incurred by you to obtain an alternative similar location to park a vehicle for up to 90 days. This is the most we will pay for a loss regardless of the number of policies issued to you by us or a subsidiary or affiliate of the W.R. Berkley Corporation.

This additional coverage applies only:

- a. With respect to a vehicle you or a "family member" own or lease under a written lease agreement for a continuous period of 6 months or more; and
- b. If you are unable to use or access the parking space for more than 7 days.

Further, we only provide this additional coverage when:

- a. There is a loss to the parking facility where you own or lease space caused by a Peril Insured Against under this Policy that prevents you from using the parking space you own or lease;
- b. You are denied access to the parking space you own or lease due to a natural condition, such as snow or flood; or
- c. An act of civil authority prevents you from accessing or using a parking space you own or lease.

6. Pet Injury Coverage

If your pet is injured as a result of a covered loss at the "residence premises" shown on your Declarations, we will pay up to \$5,000 for reasonable and necessary veterinary expenses for treating the resulting injuries. This limit is the maximum we will pay for a covered loss regardless of the number of pets injured.

7. Realty Tax Increased Assessment Coverage

We will pay up to \$25,000 for any additional town or county tax assessments if the assessment is increased following a covered total loss to the "residence premises" shown on your Declarations and such loss was the cause of the tax increase. This coverage only applies to the first assessment generated after your home has been reconstructed.

IV. SECTION III – LIABILITY COVERAGE, the following is added to **Additional Coverages**:

A. Rented or Borrowed Vehicle Coverage

We will pay for "damages" you or a "family member" is legally obligated to pay for "bodily injury" and "property damage" caused by an "occurrence" during the policy period arising from an "insured's" use of a rented or borrowed "private passenger auto" or "miscellaneous vehicle" if the limit of liability shown on your Declarations is \$1,000,000, provided that the "private passenger auto" or "miscellaneous vehicle" is furnished or rented to you for no longer than 45 consecutive days.

We provide this coverage in excess of any other insurance that applies to the "damages" caused by an "occurrence" under this Rented or Borrowed Vehicle Coverage. When no other applicable coverage exists, we will pay from the first dollar up to the limit of liability shown on your Declarations.

Rented or Borrowed Vehicle Coverage is not provided when you have coverage provided by an excess or umbrella insurance policy with us or another company or if you or a "family member" own a private passenger vehicle, pickup truck, panel truck or van.

This coverage does not cover "damages" a person is legally entitled to receive from the owner or operator of an uninsured or underinsured vehicle.

B. For purposes of this coverage, Exclusion D.1. Motorized Land Vehicles is replaced by the following:

Motorized Land Vehicles

We do not cover "personal injury" or "property damage" arising out of the:

1. Ownership;
2. Maintenance;
3. Operation;
4. Use; or
5. Loading or unloading;

of any motorized land vehicle when it is used during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity, or timed event of any kind; or on a racetrack, test track or other course of any kind.

C. For purposes of this coverage, Part E – Limit of Liability is replaced by the following:

Limit of Liability

The coverage limit shown on your Declarations for personal liability is our maximum limit of liability for all "damages," including "damages" for "personal injury," including care, loss of services or death, arising out of "bodily injury," and "property damage" for any one "occurrence."

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Persons injured;
4. "Watercraft"; or
5. Vehicles;

involved in the "occurrence."

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **Part B - Medical Payments to Others.**

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROOF COVERING LIMITATION

This endorsement modifies coverage under the following:

Home Suite Policy

Schedule

Age of Roof	<XX> Years
Type of Roof Covering Material	<XXXXXXXXXXXXXXXXXX>

- I. For the purposes of this endorsement, **SECTION I - DEFINITIONS**, is amended to include the following definitions:
 - A. "Roof covering(s)" means the covering material installed on a "dwelling" or "other structure" over the roof deck, this includes, but is not limited to, all materials used in securing the "roof covering," all materials applied under the "roof covering" for moisture protection, metal components for glass portions, and the roof flashing.
 - B. "Roof adornments" means roof décor, adornments, and ornaments. This includes, but is not limited to, weathervanes, chimney caps, cupolas, finials, spires and caps.

- II. **SECTION II – PROPERTY COVERAGE, Coverage and Loss Settlement** is amended to include the following:

The most we will pay for a covered loss to your "roof covering" and "roof adornments" is the percentage of the "reconstruction cost" indicated in the Roof Covering Payment Schedule below based on the Age of Roof and Type of Roof Covering Material for the "dwelling" or "other structure(s)." This includes, but is not limited to, the materials, installation, overhead, profit, labor, taxes and fees. However, this limitation does not apply to a covered fire loss or a covered total loss to your "dwelling" or "other structure(s)."

Roof Covering Payment Schedule					
Age of Roof	Type of Roof Covering Material				
In Years	Composition or Asphalt Shingle/Other	Wood	Tile	Metal	Slate
0 to 20	100.0%	100.0%	100.0%	100.0%	100.0%
21	95.0%	95.0%	97.5%	97.5%	97.5%
22	90.0%	90.0%	95.0%	95.0%	95.0%
23	85.0%	85.0%	92.5%	92.5%	92.5%
24	80.0%	80.0%	90.0%	90.0%	90.0%
25	75.0%	75.0%	87.5%	87.5%	87.5%
26	70.0%	70.0%	85.0%	85.0%	85.0%
27	65.0%	65.0%	82.5%	82.5%	82.5%
28	60.0%	60.0%	80.0%	80.0%	80.0%
29	55.0%	55.0%	77.5%	77.5%	77.5%
30+	50.0%	50.0%	75.0%	75.0%	75.0%

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECURE ENDORSEMENT- ILLINOIS

This endorsement modifies coverage under the following unless otherwise stated:

Home Suite Policy

Renter Suite Policy

Condo Suite Policy

The following coverage is added to your policy. All provisions of the policy apply unless modified by this endorsement or stated otherwise.

A. SECURE DEFINITIONS

1. "Accidental death and dismemberment" means loss of both hands, loss of both feet, loss of sight in both eyes, "loss of sight in one eye," "loss of one hand," "loss of one foot," "loss of speech," loss of hearing in both ears, loss of speech and hearing in both ears, "loss of hearing in one ear," "loss of thumb and index finger," "mutilation," "loss of life," "quadriplegia," "paraplegia," and "hemiplegia" occurring to you, your spouse, a "family member" or "relative" during an "insured event."
2. "Air rage" means physical bodily harm from a violent act or acts against you, your spouse, or a "family member" caused by or inflicted by another person while you, your spouse, or a "family member" are entering into, occupying or disembarking a commercial aircraft as a passenger. This incident must be documented by the pilot or member of the crew to the governing body having jurisdiction over the aircraft.
3. "Carjacking" means the unlawful forced removal or detention of you, your spouse, or a "family member" occupying or operating any motorized land vehicle during the theft or attempted theft of that motor vehicle. A "relative" is covered if he or she is operating the vehicle with your permission.
4. "Child abduction" means the wrongful and illegal seizure or false imprisonment of a "covered child" by someone other than a "parent" or an agent of the "parent," without a demand for ransom monies during the Policy Term.
5. "Covered child" means your, your spouse's, a "family member's" or a "relative's" child under the age of 13 in the care of you, your spouse or a "family member."
6. "Guest" means any person invited by you, your spouse or "family member" to your residence or to travel in a motor vehicle or watercraft owned by you, your spouse or a "family member."
7. "Hemiplegia" means the irreversible and complete paralysis of the upper and lower limbs on the same side of the body.
8. "Hijacking" means the holding under duress for any reason other than "kidnapping" of you, your spouse or a "family member" while traveling in an aircraft, watercraft, or motor vehicle.
9. "Home invasion" means an unlawful act of violence or threat of violence to you, your spouse, a "family member," a person employed by you to work at your residence or temporary residence or your "guest" by a person who unlawfully entered your residence, temporary residence, or your watercraft while you, your spouse, a "family member," a person employed by you to work at your residence or temporary residence or your "guest" are present.
10. "Informant" means a person, other than you, your spouse, a "family member," or "relative" providing information not otherwise obtainable, solely in return for a reward offered by you or us.
11. "Injury" means an injury to the body of you, your spouse or "family member" which occurs as a result of an "insured event occurrence."
12. "Insured event" means any of the following: "kidnapping," "child abduction," "stalking," "home invasion," "carjacking," "hijacking," "violent threat," "road rage" or "air rage."
13. "Insured event occurrence" means an "insured event," or a series of related "insured events."
14. "Kidnapping" means any event or connected series of events of detaining, seizing, or carrying away by fraud or by force of you, your spouse, a "family member" or "relative" (except a minor child by his/her "parent(s)") for the purpose of demanding money or other consideration in exchange for their release.
15. "Loss of one hand" means complete severance of a hand through or above the wrist.
16. "Loss of hearing in one ear" means total and irrevocable loss of the entire ability to hear in that ear.
17. "Loss of one foot" means complete severance of a foot through or above the ankle joint.

- 18.** "Loss of life" means lack of communication from a "victim" for two years following the "insured event occurrence" as determined by a medical examiner or similar medical authority.
- 19.** "Loss of sight in one eye" means irrevocable and total loss of the entire sight in that eye.
- 20.** "Loss of speech" means irrevocable and total loss of the entire ability to speak.
- 21.** "Loss of thumb and index finger" means complete severance through or above the metacarpophalangeal joint of both digits on the same hand.
- 22.** "Medical expenses" means reasonable charges for medical, psychiatric, dental, hospital, surgical, X-ray, prosthetic devices, professional nursing, ambulance and funeral services.
- 23.** "Mutilation" means the full or partial severance, or total and irrevocable loss of use of, an ear, nose, finger, toe, or genitalia.
- 24.** "Paraplegia" means the irreversible and complete paralysis of both lower limbs.
- 25.** "Parent" means the natural and legal parents, step-parent, legal guardian or foster parents of a "covered child."
- 26.** "Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license other than you, your spouse or a "family member."
- 27.** "Quadriplegia" means the irreversible and complete paralysis of both upper and both lower limbs.
- 28.** "Relative" means a spouse, child, step-child, legally adopted child, foster child, spouse of a married child, grandchild, brother, sister, parent, adoptive parent, step-parent, grandparent, brother-in-law, sister-in-law, parent-in-law and grandparent-in-law.
- 29.** "Road rage" means a violent act or acts against you, your spouse, a "family member," or your motor vehicle by someone operating or occupying another motor vehicle, using that motor vehicle, a weapon, himself, or herself as the means of violence against you, your spouse, a "family member," or your motor vehicle, immediately resulting from an incident that occurred while you, your spouse, or a "family member" was operating or occupying a motor vehicle on a roadway or parking lot. This incident must be documented in a police report.
- 30.** "Stalking" means an act or acts committed with the intent to damage property owned by you, your spouse or a "family member," or to harass, injure or harm you, your spouse or a "family member." The person committing the act must be the subject of a court order or injunction issued to protect you, your spouse or a "family member."
- 31.** "Violent threat" means the expression of an intention to inflict pain, injury, or punishment with the indication of impending danger or harm against you, your spouse or a "family member."

B. SECURE EXPENSE COVERAGE

We will pay the expenses set forth below that you incur solely and directly as a result of an "insured event" anywhere in the world except those countries where a Travel Warning has been issued by the State Department of the United States of America at the time of loss.

1. Payment of a Loss - Expenses

We will pay expenses you incur up to the coverage limits shown below. The most we will pay under this additional coverage for all expenses arising from one "insured event occurrence" is \$250,000 regardless of how many policies, people or types of "insured events" are involved in the "insured event occurrence."

Expense means the reasonable and necessary costs of the following for:

- a. The reasonable and necessary fees and expenses costs you incur up to 12 months following an "insured event" for the following:
 - (1) A professional independent forensic analyst;
 - (2) A professional public relations consultant;
 - (3) A qualified interpreter;
 - (4) An independent professional security consultant; or
 - (5) An independent professional negotiator.

We will pay up to \$100,000 in total for each "insured event occurrence."

- b. "Medical expenses" incurred within 12 months by:
 - (1) You, your spouse or a "family member" as a direct result of an "insured event."
 - (2) A "guest" in the event of a "home invasion."

We will pay up to \$50,000 for each person, up to a maximum of \$100,000 for each "insured event occurrence."

- c. Travel, accommodation, and meals incurred by you, your spouse or a "family member" including but not limited to travel costs while attempting to resolve an "insured event"; in the event of "kidnapping" or "child abduction," the costs to rejoin immediate family upon release; the costs to evacuate following an "insured event;" and, in the event of "home invasion" or "stalking," the costs to temporarily relocate your household. We will pay up to \$25,000 in total for each "insured event occurrence."
- d. Rest and rehabilitation expenses including travel, accommodations, meals and recreation of the you, your spouse or "family member" as prescribed by a psychiatrist, "physician" or other authorized mental health professional (other than you, your spouse or a "family member") when incurred within 12 months of the "insured event." We will pay up to \$25,000 in total for each "insured event occurrence."
- e. The increased costs of security due to an "insured event" including but not limited to the hiring of additional security guards, hiring of armored vehicles and overtime paid to existing security staff for a period of 90 days. We will pay up to \$25,000 in total for each "insured event occurrence." In addition, with our prior approval, we will pay up to \$5,000 to improve the security of your residence, your motor vehicle or your watercraft to help prevent a future "insured event."
- f. Lost salary of you, your spouse or a "family member" during the first 60 days following an "insured event occurrence." We will pay up to \$15,000 for each person up to a maximum of \$30,000 in total for each "insured event occurrence." No coverage is provided if immediately prior to an "insured event" the person was receiving disability, unemployment compensation or was on personal or medical leave.
- g. The amount paid as a reward by you or us to an informant for information:
 - (1) Relevant to the resolution of an insured event;
 - (2) Which leads to the recovery of a "covered child" or the victim of a kidnapping; or
 - (3) The arrest and conviction of parties responsible for the loss covered under this insurance.We will pay up to \$50,000 in total for each "insured event occurrence."
- h. Any other reasonable and necessary expenses incurred by you with our prior written consent.
- i. In the event of "accidental death and dismemberment," we will pay expenses you incur within one year to alter your home or vehicle as follows:
We will pay up to \$25,000 for the following one-time expenses:
 - (1) If "accidental death and dismemberment" to you, your spouse or a "family member" necessitates modifications to your residence to make the residence accessible and habitable for a wheelchair-confined person, we will pay the expenses necessary and reasonable for such modifications;
 - (2) Reasonable and necessary expenses to modify a motor vehicle owned or leased by you or a motor vehicle newly purchased by you to make the vehicle accessible to and/or drivable by you, your spouse or a "family member."The modifications must be:
 - (1) Made on behalf of you, your spouse or a "family member";
 - (2) Recommended by an organization that provides support and assistance to wheelchair users and is nationally-recognized;
 - (3) Undertaken by persons having experience in such modifications; and
 - (4) In compliance with any applicable laws or approval requirements by an applicable governmental authority.

2. SECURE EXCLUSIONS

With respect to the coverage afforded by this endorsement, only the following exclusions apply.

a. Fraud

We do not cover loss or expense caused by or resulting either directly or indirectly from the fraudulent, dishonest or criminal acts of you, your spouse or "family member," or agent thereof, whether acting alone or in collusion with others.

b. Acts of Certain Individuals

We do not cover any loss or expense caused by you, your spouse or "family member," a "relative," an estranged spouse, former spouse or domestic partner of any of them, or any agent thereof, whether acting alone or in collusion with others.

c. Children in Your Care

We do not cover any loss or expense arising from "child abduction" of children in the care of you, your spouse or a "family member" when you, your spouse or a "family member" is a day care provider providing service for the care of children.

d. Ransom Monies

We do not cover ransom monies, loss or expense in connection with ransom monies.

e. Acts of War

We do not cover any loss or expense caused directly or indirectly by war, including the following and any consequence of the following:

- (1) Undeclared war, civil war, insurrection, rebellion, or revolution; or
- (2) Warlike acts by a military force or military personnel.

f. Vehicles Used for a Fee

We do not cover loss or expense arising out of the ownership or operation of a vehicle while it is being used to carry people or property for a fee.

g. Legal Counsel

We do not cover loss or expense or legal liability, cost of legal counsel or costs of defense for administrative, regulatory, judicial or other claims hearings or lawsuits, arising out of an "insured event occurrence."

h. Childbirth or Miscarriage

We do not cover loss or expense for accidental death and dismemberment loss caused by childbirth or miscarriage.

i. Suicide or Intentional Dismemberment

We do not cover loss or expense for "accidental death and dismemberment" caused by suicide, attempted suicide or dismemberment that is intentionally self-inflicted.

C. SECURE PROVISIONS

With respect to the coverage afforded by this endorsement:

1. The following is added to SECTION IV – GENERAL PROVISIONS, B. Your Duties After a Loss:

In the event of an "insured event":

- a. You will make every reasonable effort to immediately notify local, national or other appropriate law enforcement agency having jurisdiction over the "insured event";
- b. You will immediately notify us or your agent and provide timely updates concurrent with activity occurring during the "insured event"; and
- c. You, your spouse, a "family member," a "relative" or a "guest" involved in the "insured event" will, when required, submit to physical examinations by "physicians" or evaluations by psychiatrists that we select or cooperate with our request for an autopsy (unless prohibited by law).

2. SECTION IV – GENERAL PROVISIONS, Other Insurance is replaced by the following:

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

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC OTHER STRUCTURES AWAY FROM THE RESIDENCE PREMISES

This endorsement modifies coverage under the following:

Home Suite Policy

Schedule

Description Of Structure(s)	Location of Structure(s)	Coverage Limit

- A. When this endorsement is attached to your policy, in **SECTION I - DEFINITIONS**, “other structures” is amended to include the structures shown in the Schedule above.
- B. We cover loss to each structure described in the Schedule above.
- C. We do not cover loss if a structure is:
 - 1. Being used as a “dwelling”;
 - 2. Capable of being used as a “dwelling”;
 - 3. Used to conduct “business”;
 - 4. Used to store “business” property; or
 - 5. Rented or held for rental to any person not a tenant of the “dwelling.”
- D. This coverage does not apply to land, including land on which the structure is located.
- E. With respect to structures covered under this endorsement, the settlement of covered losses described in paragraph **2. Other Structures** in **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement** applies.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STUDENT ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy

Renter Suite Policy

Condo Suite Policy

Student Name	Name and Address of School(s)	Total Coverage Limit per Student

I. SECTION I – DEFINITIONS

With respect to the coverage afforded by this endorsement, the following definitions are added to **SECTION I - DEFINITIONS:**

A. "Covered displacement" means, for the "students" and "schools" shown in the Schedule;

- 1. Loss to the "student's" "school-sponsored housing";
- 2. Loss to the "student's" "contents" in the "school-sponsored housing"; or
- 3. Suspension of "school" operations;

that prevents the "student" from living in the "school-sponsored housing."

"Covered displacement" does not include:

- 1. Loss to the "student's" "school-sponsored housing";
- 2. Loss to the "student's" "contents" kept or located in the "school-sponsored housing"; or
- 3. Suspension of "school" operations;

caused by:

- 1. The "student's" parent or guardian or any other person who normally lives at the "residence premises" shown on your Declarations;
 - 2. An estranged or former spouse, or estranged or former domestic partner, of any of the people listed in 1., directly above; or
 - 3. Any person acting on behalf of any of them;
- whether acting alone or in collusion with others.

B. "Extra tuition expenses" means:

- 1. The non-refundable tuition expenses paid to the "student's" "school";
- 2. Any increase in "student" room and board costs when comparable housing is not available;
- 3. Any increase in expense for the "student" to enroll in a provisional or temporary "school";
- 4. Loss of financial aid;
- 5. Non-refundable deposits for "school-sponsored housing" rooms or campus apartments; or
- 6. Non-refundable costs for uniforms, trips, transportation, and "student" activity fees.

C. "School" means:

- 1. A self-governing body of a college or university offering instruction and living quarters;
- 2. A boarding or preparatory school;
- 3. A private primary or secondary school;

- 4. An independent institution of higher learning offering a course of general studies leading to a bachelor's degree;
 - 5. A part of a university offering a specialized group of courses; or
 - 6. An institution offering instruction in a vocational, technical or professional field; located within the United States, its territories, possessions or Puerto Rico.
- D. "School-sponsored housing" means a private or shared room where the "student" regularly lives while enrolled full-time as a "student." "School-sponsored housing" includes on-campus and off-campus facilities that are sponsored, administered or governed by the "school."
- E. "Student" means a person under the age of 25, temporarily living away from the "residence premises" shown on your Declarations who is enrolled on a full-time basis at a "school." "Student" does not include a person living away from the "residence premises" shown on your Declarations pursuant to an international exchange student program.
- F. "Student additional living expenses" means the following reasonable expenses:
1. The cost to transport the "student":
 - a. To and from the nearest location where housing is available, at the time the "student" is displaced;
 - b. To and from a residence of a relative or guardian of the "student" located within the United States if the "student's" "school" suspends operations for more than 72 consecutive hours;
 2. The cost of public transportation, during the time the "student" is displaced between the "student's" temporary "school-sponsored housing" and the "student's" "school";
 3. The expense for meals; and
 4. The expense for temporary housing until comparable "school-sponsored housing" becomes available; incurred by the "student."

II. SECTION II – PROPERTY COVERAGE

With respect to the coverage provided by this endorsement, the following is added to **SECTION II – PROPERTY COVERAGE**, paragraph **C. Additional Coverages**:

Student Additional Living Expenses Coverage

For each "covered displacement," we will pay up to the coverage limit amount shown for each "student" named in the Schedule for "student additional living expenses" and "extra tuition expenses." This is the most we will pay per "student," regardless of how many claims, are involved in the "covered displacement."

A. Student Additional Living Expenses

We cover "student additional living expenses":

1. Until the "school" year ends as defined by the "school" governing body; or
2. Until alternate "school-sponsored housing" is found;

whichever occurs first. This time period is not limited by the expiration of this policy.

B. Extra Tuition Expenses

We cover "extra tuition expenses":

1. For the reasonable amount of time required to rebuild, replace or repair the "school-sponsored housing";
2. Until the "student" permanently transfers enrollment to another "school"; or
3. Until the "school" year ends as defined by the "school's" governing body;

whichever occurs first. This time period is not limited by the expiration of this policy.

C. Deductible

Your "deductible" does not apply to this Additional Coverage.

D. Special Limits

These limits do not increase the amount of coverage for "student additional living expenses" and "extra tuition expenses." The special limit shown for each category in sections **1.**, **2.** and **3.** of this paragraph below is the most we will pay in that category.

1. For the cost of transportation to and from a residence, within the United States, of a relative or guardian of the

- "student" if the "student's" "school" suspends operations for more than 72 consecutive hours the most we will pay is \$750 per "covered displacement";
2. For the cost of public transportation, during the time of "covered displacement," to and from the "student's" temporary "school-sponsored housing" and the "student's" "school" the most we will pay is \$150 per week up to \$600 per "covered displacement"; and
 3. For the expense for meals the most we will pay is \$50 per day up to \$1,500 per "covered displacement."

III. SECTION III – EXCLUSIONS

With respect to the coverage provided by this endorsement, the following is added to **SECTION II – PROPERTY COVERAGE**, paragraph **D. Exclusions**:

- A. We do not cover "student additional living expenses" and "extra tuition expenses" incurred by the "student" due to:
 1. Maintenance, renovation or any routine servicing of the "student's" "school-sponsored housing" or any "school" buildings which causes the "student" to leave the "school-sponsored housing" or which causes the "school" to suspend operations;
 2. Delay of the completion of building, maintenance, or renovation of the "student's" "school-sponsored housing" or any "school" buildings which:
 - a. Prevents the "student" from occupying or inhabiting, or which causes the "student" to leave any of these buildings; or
 - b. Causes the "school" to suspend operations;
 3. Bankruptcy, lack of funding to continue operations, or court-ordered closure of the "school-sponsored housing" due to financial issues or health code violation-related failed inspections;
 4. Employment-related activities, including but not limited to labor strikes and work stoppages, initiated by union members or employees of the "school" that suspend or delay "school" operations; or
 5. The eviction of the "student" from the "school" or from "school-sponsored housing."
- B. Further, none of the exclusions under **SECTION II – PROPERTY COVERAGE**, paragraph **D. Exclusions** apply to the **Student Additional Living Expenses Coverage** provided under this endorsement except for the following:
 1. **Dishonest Acts** exclusion;
 2. **Intentional Loss** exclusion;
 3. **Nuclear Hazard** exclusion; and
 4. **War** exclusion.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUST ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy
 Renter Suite Policy
 Condo Suite Policy

Schedule

[Trust Name and Mailing Address:]

[Trust Name]
 [Trust Address Line 1]
 [Trust Address Line 2]
 [City, State Zipcode]

[Trustee Name and Mailing Address:]

[Trustee Name]
 [Trustee Address Line 1]
 [Trustee Address Line 2]
 [City, State Zipcode]

Information required to complete this Schedule, if not shown above, will be shown on your Declarations.

The following provisions apply with respect to the Trust and Trustee(s) named in the Schedule above:

I. With respect to the provisions of this endorsement the following changes apply to SECTION I – DEFINITIONS:

A. The following is added to definition of “Insured”:

If recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction, “Insured” also includes:

1. The Trust named in the Schedule above, but only for coverages provided by the policy for:
 - a. Under **SECTION II – PROPERTY COVERAGE**, coverage for “dwelling,” “other structures” and “additions and alterations” at the location shown on your Declarations if legal title to such property is held in trust with respect to the Trust named in the Schedule above; and
 - b. Under **SECTION III – LIABILITY COVERAGE**, **A. Personal Liability** and **B. Medical Payments to Others**, but only with respect to “bodily injury” or “property damage” arising out of the ownership, maintenance or use of the “residence premises” the legal title to which is held in trust with respect to the Trust named in the Schedule.
2. The Trustee(s) named in the Schedule above as an “insured,” but only for the coverages provided:
 - a. Under **SECTION II – PROPERTY COVERAGE**, **B.1.** coverage for “dwelling,” “other structures” and “addition and alterations” at the location shown on your Declarations and which title to such property is held in trust with respect to the Trustee named in the Schedule above; and
 - b. Under **SECTION III – LIABILITY COVERAGE**, **A. Personal Liability** and **B. Medical Payments to Others**, but only with respect to “bodily injury” or “property damage” arising out of the ownership, maintenance or use of the “residence premises” the legal title to which is held in trust with respect to the Trustee(s) named in the Schedule.

However, the coverage afforded in **SECTION III – LIABILITY COVERAGE, A. Personal Liability** and **B. Medical Payments to Others**, with respect to the Trustee named in the Schedule above as an “insured,” applies only with respect to the Trustee’s duties as a Trustee of the Trust named in the Schedule above.

B. The following is added to definition of “business”:

“Business” also includes activities performed as a Trustee in connection with administering the Trust named in the Schedule above.

II. With respect to the provisions of this endorsement the following changes apply to **SECTION IV– GENERAL PROVISIONS:**

A. The following is added to the **Cancellation** provision:

If this policy is cancelled, notice will also be mailed to the Trustee(s) named in the Schedule above.

B. The following is added to the **Nonrenewal** provision:

If we elect not to renew this policy, notice will also be mailed to the Trustee(s) named in the Schedule above.

C. The following provisions are added:

Trust Documents

We must be provided, as often as we reasonably request, with copies of the trust documents for the Trust named in the Schedule above.

Trust Changes and Notification Requirements

We must be notified promptly of any of the following changes related to the Trust named in the Schedule above that occur during the policy period:

- 1.** Changes in:
 - a.** The name and address of the Trust;
 - b.** The Trustee(s) of the Trust, including the addition or removal of a trustee; or
 - c.** The mailing address of any trustee of the Trust;
- 2.** Termination of the Trust;
- 3.** Death or disability of a trustee; and
- 4.** The grantor (or settlor) of the Trust discontinues residing at the “residence premises.”

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT LIABILITY ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy
 Condo Suite Policy
 Renter Suite Policy

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

Schedule

	Watercraft #1	Watercraft #2	Watercraft #3	Watercraft #4
Year				
Length				
Manufacturer				
Model				
Hull Identification Number (HIN)				
Liability Limit				

- I. With respect to the property shown in the Schedule above, the definition of "insured" in **SECTION I – DEFINITIONS** is replaced by the following:
 "Insured" means you or a "family member."
 As respects **SECTION III – LIABILITY COVERAGE**, an "insured" also includes any individual or other legal entity given permission by you or a "family member" to use a vehicle or "watercraft" covered under this policy with respect to their legal responsibility arising out of its use. An "insured" does not include, however, any person:
 1. Who is employed by you; and
 2. Whose principal responsibilities pertain to a "watercraft."
- II. In **SECTION III—LIABILITY COVERAGE, B. Medical Payments to Others** is replaced by the following for accidents causing "bodily injury" involving the property shown in the Schedule above.

Medical Payments to Others

We will pay the necessary "medical expenses" that are incurred or medically ascertained within three (3) years from the date of an accident causing "bodily injury." The most we will pay is \$25,000. This coverage does not apply to you or a "family member," or any employees who are eligible for benefits provided under any workers' compensation; longshoremen's and harbor workers compensation; disability benefits; unemployment compensation; or other similar laws or to anyone working on or aboard the "watercraft." This coverage applies only to a person boarding, aboard or leaving a "watercraft" shown in the Schedule with permission from you or a "family member" to be there.

- III. To **SECTION III – LIABILITY COVERAGE, C. Additional Coverages**, the following is added for the "watercraft" shown in the Schedule above:

Wreck Removal

We will pay the reasonable expenses you incur when you are legally obligated to remove or dispose of the wreck of a "watercraft" shown in the Schedule above. We will pay such expenses even if such attempts to remove the wreck fail.

IV. SECTION III – LIABILITY COVERAGE, C. Additional Coverages, Fungi/Mold is deleted for the property shown in the Schedule above.

V. SECTION III – LIABILITY COVERAGE, D. Exclusions, Watercraft is deleted and replaced with the following:

Watercraft

“Personal injury” or “property damage” arising out of the ownership, maintenance, operation, use, loading or unloading, or towing of any “watercraft”:

- a. That is over 26 feet in length or has more than 50 horsepower, owned or controlled, directly or indirectly, by an “insured,” other than “watercraft” shown in the Schedule above, or “watercraft” furnished or rented to an “insured” for less than 30 days;
- b. Used for any “business” or commercial purpose;
- c. Rented to others;
- d. Used as a public livery or conveyance or to carry persons or property for a charge;
- e. Hired for charter; or
- f. Used for participation in or practice for competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This paragraph f. does not apply to sailing vessels less than 26 feet in length.

VI. SECTION III – LIABILITY COVERAGE, D. Exclusions, Liability for the Acts of Others is deleted and replaced with the following:

Liability for the Acts of Others

We do not cover any “damages” an insured is legally obligated to provide arising from:

- a. Any entrustment of property;
- b. The failure to supervise any person or the negligent supervision of any person; or
- c. Any parental liability or ownership liability;

arising out of the ownership, maintenance or use of any motorized land vehicle, “aircraft,” hovercraft, or “watercraft” 26 feet or longer or with more than 50 engine rated horsepower unless such “watercraft” is shown in the Schedule above.

VII. SECTION III – LIABILITY COVERAGE, D. Exclusions, Fuel Leakage, does not apply to “personal injury” or “property damage” arising out of the ownership, maintenance, use, operation, loading or unloading or towing of the “watercraft” shown in the Schedule above.

VIII. With respect to the “watercraft” shown in the Schedule above, the following is added to SECTION III – LIABILITY COVERAGE, D. Exclusions:

Scheduled Watercraft

“Personal injury” or “property damage” arising out of:

- a. The ownership, maintenance, operation, use, loading or unloading or towing of a “watercraft” shown on a schedule in an endorsement attached to this policy while such “watercraft” is located anywhere other than:
 - (1) On land;
 - (2) In inland waters;
 - (3) In coastal waters within five (5) miles of the shoreline; or
 - (4) In the Great Lakes;within the United States of America or Canada;
- b. The use of a “watercraft” shown on a schedule in an endorsement to this policy in the following activities:
 - (1) Parasailing;
 - (2) Kite skiing;
 - (3) Hoverboarding;
 - (4) Flyboarding;

- (5) Hydro foiling; or
 - (6) Using any device designed to become airborne from such “watercraft.”
- c. The unseaworthiness of a “watercraft” shown in the Schedule above.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT PHYSICAL DAMAGE ENDORSEMENT

This endorsement modifies coverage under the following:

Home Suite Policy
 Condo Suite Policy
 Renter Suite Policy

The following coverage is added to your policy for "watercraft" and "watercraft trailers" shown in the Schedule below. All provisions of the policy apply unless modified by this endorsement or stated otherwise.

Schedule

	Watercraft #1	Watercraft #2	Watercraft #3	Watercraft #4
Year				
Length				
Manufacturer				
Model				
Hull Identification Number (HIN)				
Hull Agreed Value Limit				
Loss Payee Name				
Loss Payee Address				
Loss Payee Address				
Towing/Emergency Services Expense Per Disablement				
Towing/Emergency Services Expense Per Year				
Hull Deductible				
	Trailer #1	Trailer #2	Trailer #3	Trailer #4
Trailer Agreed Value Limit				
Trailer Deductible				

- I. With respect to the coverage provided by this endorsement, the following definitions are added to **SECTION I – DEFINITIONS**:
 - A. "Abandon" means to cease from maintaining or using by deserting or relinquishing property without the intent of vesting ownership with any other person or entity.
 - B. "Boating Equipment" means anchors, batteries, covers, dinghies and tenders, electronic navigation equipment, fire extinguishers, flares, horns, life preservers, lines, oars, oar locks, pumps, sails, seat cushions and other similar equipment, except "outboard motors," which are:
 - 1. Owned by you or a "family member";
 - 2. Integral to the operation, maintenance or use of "your covered watercraft"; and
 - 3. In, or upon, "your covered watercraft."
 - C. "Occupying" means:

- 1. In;
 - 2. Upon; or
 - 3. Getting in, on, out or off.
- D. "Outboard motor" means any motor designed to be attached to a "watercraft," including fuel tanks and other pressure control tanks and electric starting equipment or controls necessary for the operation of the motor.
- E. "Total Loss" means:
- 1. Lost absolutely;
 - 2. The reasonable cost to repair property shown in the Schedule above exceeds the Agreed Value shown in the Schedule above for that property; or
 - 3. Declared by us to be 1. or 2.
- F. "Watercraft trailer" means a trailer that is designed to transport a "watercraft" on land by being pulled by a private passenger auto, pickup or van shown in the Schedule above.
- G. "Your Covered Watercraft" means:
- 1. Any "watercraft" shown in the Schedule above, including its dinghies, tenders, furnishings, "outboard motors" and "boating equipment"; and
 - 2. Any "watercraft trailer" shown in the Schedule above.

II. With respect to the property shown in the Schedule above, the following is added to **SECTION II – PROPERTY COVERAGE, A. Perils Insured Against:**

We insure against all risks of sudden and accidental direct physical loss to "your covered watercraft" unless stated otherwise or an exclusion applies, minus any applicable "deductible" shown in the Schedule above. If loss occurs to more than one item of property shown in the Schedule above in the same accident, the lowest "deductible" will apply once. For purposes of this endorsement, "your covered watercraft" is not considered to be "contents" under the policy to which this endorsement is attached.

With respect to the coverage provided by this endorsement, under **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement, Special Limits of Liability for Contents**, "watercraft" is deleted.

III. With respect to the coverage provided by this endorsement, under **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement, Deductibles**, the **Waiver of Deductible** provision is deleted.

IV. With respect to the coverage provided by this endorsement, the following is added to **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement:**

- A. Total Loss. In the event of a covered total loss to any property shown in the Schedule above, we will pay the Agreed Value shown for that scheduled property. We reserve the right to declare scheduled property a total loss and pay you the Agreed Value.
- B. Partial loss. In the event of a covered partial loss to property shown in the Schedule above, we will pay the cost to repair or replace the property up to the Agreed Value shown for that scheduled property. No depreciation or betterment will be deducted. However, the most we will pay for a covered loss to "boating equipment" is 25% of the Agreed Value shown for the "watercraft" which the "boating equipment" was in or upon.
- C. Payment for a Loss
 - 1. We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown in this policy. If we return stolen property, we will pay for any damage resulting from the theft.
 - 2. We may keep all or part of the property at an agreed or appraised value.
 - 3. If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.
- D. The "deductible" shown in the Schedule applies in lieu of the base "deductible" shown on your Declarations.

V. With respect to the coverage provided by this endorsement, the following is added to **Additional Coverages in SECTION II – PROPERTY COVERAGE, C. Additional Coverages:**

A. Salvage Expense

If "your covered watercraft" becomes endangered, we will pay, up to a maximum of thirty percent (30%) of the Agreed Value Limit shown in the Schedule above for the endangered property, expenses for which you become legally responsible under maritime salvage law.

This coverage is in addition to the Agreed Value Limit shown in the Schedule above for the endangered property. No "deductible" applies to this coverage.

B. Towing and Assistance Expense

If "your covered watercraft" becomes disabled, we will pay reasonable expenses incurred by you for:

1. Towing to the nearest place where necessary repairs can be made;
2. Delivery of gas, oil or repair parts, but excluding the cost of these items;
3. Labor for emergency repairs at the site of disablement; and
4. Roadside repair for your "watercraft trailer."

The most we will pay for all **Towing and Assistance Expense** is the amount shown in the Schedule above for any one disablement, subject to the maximum of the amount shown in the Schedule above for any one policy period.

This coverage is in addition to the Agreed Value Limit shown in the Schedule above for the disabled property. No "deductible" applies to this coverage.

VI. With respect to the coverage provided by this endorsement, **SECTION II – PROPERTY COVERAGE, C. Additional Coverages, Ensuing Fungi or Bacteria** is deleted for the purposes of this endorsement.

VII. With respect to the coverage provided by this endorsement, the following exclusions are added to **SECTION II – PROPERTY COVERAGE, D. Exclusions:**

1. Watercraft Use

We do not cover loss to "your covered watercraft" which occurs while it is being:

- a. Rented to others;
- b. Used as a public livery or conveyance or to carry persons or property for a charge;
- c. Hired for charter;
- d. Used for any business or commercial purpose; or
- e. Being operated in or practicing or preparing for any prearranged or organized race, stunt activity or other speed competition. However, this exclusion 1.e. does not apply to a sailing vessel or a predicted log cruise.

2. Weathering

We do not cover any loss caused by:

- a. Weathering;
- b. Bubbling;
- c. Osmosis;
- d. Delaminating of fiber-glass or plywood;
- e. Electrolysis; or
- f. Marine life.

3. Maintenance

We do not cover any loss caused by the failure to maintain the covered property in good condition and repair so that it becomes damaged by ordinary weather or water conditions, or the rigors of normal use.

4. Wear

We do not cover any loss caused by:

- a. Marring;
- b. Scratching;
- c. Chipping; or
- d. Denting.

5. Weight of Load

We do not cover any loss caused by the weight of any "watercraft" exceeding the rated capacity of a "watercraft trailer" or other land conveyance vehicle.

6. Ice

We do not cover any loss caused by:

- a. Ice or freezing, including improper winterizing;
- b. Extremes of temperature, including engine overheating; or
- c. Ice to "your covered watercraft" that is afloat and moored or laid up.

7. Consequential Loss

We do not cover delay, loss of use or any other consequential loss including loss of income or wages or actual or perceived loss in market or resale value which results from accidental direct physical loss.

8. Repair or Defective Part

We do not cover loss, expense or cost of repair caused by incomplete, improper or faulty repair, maintenance, or renovation. We also do not cover the cost to repair or replace a manufacturer's defective part within or on "your covered watercraft." However, we do cover ensuing covered loss unless another exclusion applies.

9. Equipment and Contraband

We do not cover:

- a. Hovercraft meaning a self-propelled motorized ground effect vehicle including, but not limited to, flarecraft and air cushion vehicles;
- b. Any "watercraft" equipped with rotors or other apparatus that enables it to become airborne; or
- c. Contraband, or property in the course of illegal transportation or trade.

10. Abandonment

We do not cover any property which you or a "family member" abandon.

11. Territory

We do not cover any loss occurring anywhere other than:

- a. On land;
- b. In inland waters;
- c. In coastal waters within five (5) miles of the shoreline; or
- d. In the Great Lakes;

within the United States of America or Canada.

VIII. With respect to the coverage provided by this endorsement, the **Fungi, Wet or Dry Rot, or Bacteria** exclusion in **SECTION II – PROPERTY COVERAGE, D. Exclusions** is deleted and replaced with the following:

Fungi, Wet or Dry Rot, or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot, or bacteria. This includes the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of "fungi," wet or dry rot, or bacteria.

IX. With respect to the coverage provided by this endorsement, the **Watercraft**, and **Surface and Ground Water** exclusions in **SECTION II – PROPERTY COVERAGE, D. Exclusions** are deleted.

X. With respect to the coverage provided by this endorsement, **Section IV - GENERAL PROVISIONS, Our Right to Recover Payment**, is replaced with the following:

Our Right to Recover Payment

1. If we make a payment under this endorsement and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right, to the extent of our payment. That person shall do:

- a. Whatever is necessary to enable us to exercise our rights; and
- b. Nothing after loss to prejudice them.

However, our rights in this paragraph 1. do not apply against any person using "your covered watercraft" with a reasonable belief that that person is entitled to do so.

2. If we make a payment under this endorsement and the person to or for whom payment is made recovers damages from another, that person shall:
 - a. Hold in trust for us the proceeds of the recovery; and
 - b. Reimburse us to the extent of our payment.

- XI. With respect to the coverage provided by this endorsement, the following is added to **SECTION IV - GENERAL PROVISIONS, B. Your Duties After A Loss:**

In the event of a loss for which coverage may be provided under this policy, you or an "insured" or someone acting for the "insured" must:

- a. Promptly notify the police or Coast Guard or other authorities if scheduled property is stolen; and
- b. Permit us to inspect and appraise the damaged property before its repair or disposal.

- XII. With respect to the coverage provided by this endorsement, the following is added to **SECTION IV - GENERAL PROVISIONS:**

Loss Payable Clause

If a loss payee is shown in the Schedule above, loss or damage under this endorsement shall be paid, as interest may appear, to you and the loss payee in the Schedule above. This insurance, with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of covered property. However, we reserve the right to cancel this policy as permitted by the policy terms, and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown on your Declarations. When we pay the loss payee we shall be subrogated to the loss payee's rights of recovery, to the extent of our payment.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WIND OR HAIL DEDUCTIBLE - ILLINOIS

This endorsement modifies coverage under the following:

Home Suite Policy

Renter Suite Policy

Condo Suite Policy

All provisions and conditions of the policy apply, except as changed by this endorsement.

- I. The following is added to **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement, Deductibles** is amended to include the following:

Special Wind Or Hail Deductible

In lieu of the Base Deductible, the Special Wind or Hail Deductible shown on your Declarations applies to any insured "dwelling," "contents," "other structures" and "additions and alterations." This special "deductible" applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by wind or hail.

If you have a Home Suite Policy, your Declarations indicates the amount of the Special Wind or Hail Deductible, shown as a percentage of the "dwelling" coverage limit shown on your Declarations.

If you have a Condo Suite Policy or a Renter Suite Policy, your Declarations indicates the amount of the Special Wind or Hail Deductible, shown as a percentage of the combined coverage limits shown on your Declarations for Contents and Additions and Alterations.

The Special Wind or Hail Deductible also:

1. Applies to all loss to property covered under **SECTION II – PROPERTY COVERAGE, B. Coverage and Loss Settlement** and **C. Additional Coverages**.
2. Applies whether or not other causes or events contribute concurrently or in any sequence to the loss.
3. Does not apply to **SECTION II – PROPERTY COVERAGE, C. Additional Coverages**, Paragraph **1. Loss of Use**.

All other provisions of this policy apply.

AUTO SUITE POLICY

Your Auto Suite Policy - Quick Reference

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AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "insured" shown on your Declarations; and
2. The spouse if a resident of the same household. "Spouse" means your marriage partner, domestic partner, or partner by civil union as recognized under state law.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earliest of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We," "us" and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Bodily injury" means bodily harm, sickness or disease, including death that results.

E. "Business" includes trade, profession or occupation.

F. "Family member" means a person related to you by blood, marriage, domestic partnership or civil union recognized under state law, or adoption who is a resident of your household. This includes a ward or foster child.

G. "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

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

I. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

J. "Your covered auto" means:

1. Any vehicle shown on your Declarations.
2. A "newly acquired auto."
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

The definition of "your covered auto" in this provision (**J.4.**) does not apply to **Coverage for Damage to Your Auto**.

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For incidental farming or ranching.
2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except **Coverage for Damage to Your Auto**, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown on your Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown on your Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown on your Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if your Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown on your Declarations.
 - (2) 4 days after you become the owner if your Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto," a Collision deductible of \$500 will apply.
 - c. Comprehensive Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if your Declarations indicate that Comprehensive Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown on your Declarations.
 - (2) 4 days after you become the owner if your Declarations do not indicate that Comprehensive Coverage applies to at least one auto. If you comply with the 4-day requirement and a loss occurred before you asked us to insure the "newly acquired auto," a Comprehensive deductible of \$500 will apply.

L. "Regular operator" means someone who uses a "your covered auto" at least once a week or at least 30 times in a 12-month period.

M. "Ridesharing activity" means the use of a vehicle to provide prearranged transportation of persons or property in conjunction with a "transportation network company."

N. "Transportation network company" means a person or entity that provides prearranged transportation services using a "transportation network platform."

O. "Transportation network platform" means an online-enabled application or digital network used to connect people to drivers who use their vehicles for the purpose of providing prearranged transportation and delivery services for compensation.

Examples of a "transportation network platform" include, but are not limited to, UberX and Lyft.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for “bodily injury” or “property damage” that an “insured” is legally obligated to pay because of an auto accident to which this insurance applies. Damages include prejudgment interest awarded against the “insured.” We will also provide a defense at our expense even if the suit is groundless, false or fraudulent. We may investigate and settle or defend, as we consider appropriate, any claim or suit at our discretion. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. Costs of providing a defense, other than settlement payments, are in addition to the limit of liability.
- We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.
- B. “Insured” as used in this **PART A – LIABILITY COVERAGE** means:
1. You or any “family member” for the ownership, maintenance or use of any auto or “trailer.”
 2. Any person using “your covered auto.”
 3. For “your covered auto,” any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this part.
 4. For any auto or “trailer,” other than “your covered auto,” any other person or organization but only with respect to legal responsibility for acts or omissions of you or any “family member” for whom coverage is afforded under this Part. This provision **(B.4.)** applies only if the person or organization does not own or hire the auto or “trailer.”
- C. If this policy is issued to a federal employee using an auto in government business, the following are not “insureds” under this Part:
1. The United States of America or any of its agencies.
 2. Any person with respect to “bodily injury” or “property damage” resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the “bodily injury” or “property damage.”

CLAIMS EXPENSES

We will pay:

- A. The cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in “bodily injury” or “property damage” covered under this policy.
- B. Expenses we incur and court costs taxed against an “insured” in any suit we defend;
- C. Reasonable expenses incurred by an “insured” at our request. This includes actual loss of earnings (but not loss of other income) up to a total of \$50,000, for assisting us in the investigation or defense of a claim or suit;
- D. Premiums on bonds required in a suit we defend. This does not apply to bond amounts more than the amount of liability coverage limit shown on your Declarations. We need not apply for or furnish any bond; and
- E. 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 liability coverage limit. This only applies to the extent the judgment does not exceed the coverage limit that applies.

These payments are in addition to the limit of liability.

EXCLUSIONS

- A. We do not provide Liability Coverage for any “insured”:
1. Who intentionally causes “bodily injury” or “property damage.” An intentional act is one whose consequences could have been foreseen by a reasonable person.
 2. For “property damage” to property owned or being transported by that “insured.”

3. For "property damage" to property:

- a. Rented to;
- b. Used by; or
- c. In the care of;

that "insured."

This exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" in a "Ridesharing activity" and such "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion **(A.5.)** does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member."

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion **A.6.**

This exclusion **(A.7.)** does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without permission or a reasonable belief that that "insured" is entitled to do so. This exclusion **(A.8.)** does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters;
- c. Nuclear Insurance Association of Canada; or
- d. Any other similar policy.

10. For "bodily injury" or "property damage" caused by or as a consequence of:

- a. Discharge of a nuclear weapon (even if accidental);
- b. War (declared or undeclared);
- c. Civil war;

- d. Insurrection; or
 - e. Rebellion or revolution.
11. For "bodily injury" or "property damage" caused by or as a consequence of the following, whether controlled or uncontrolled or however caused:
- a. Nuclear reaction;
 - b. Radiation;
 - c. Radioactive contamination.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.
 This exclusion (B.1.) does not apply:
 - a. While such vehicle is being used by an "insured" in a medical emergency;
 - b. To any "trailer"; or
 - c. To any non-owned golf cart.
 2. Any vehicle, other than "your covered auto," which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 3. Any vehicle, other than "your covered auto," which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member."
 However, this exclusion (B.3.) does not apply to you while you are maintaining, using or "occupying" any vehicle which is:
 - a. Owned by a "family member"; or
 - b. Furnished or available for the regular use of a "family member."
 4. Any vehicle, on a racetrack, test track or other course of any kind, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;
 any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind, including high performance driver education (HPDE) events.

LIMIT OF LIABILITY

- A. The amount of coverage shown on your Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the amount of coverage shown on your Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.
- B. The amount of coverage shown on your Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.
- This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown on your Declarations; or
 4. Vehicles involved in the auto accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. PART B – MEDICAL PAYMENTS COVERAGE or PART C – UNINSURED MOTORISTS COVERAGE of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which “your covered auto” is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 1. A financial responsibility or similar law specifying limits of liability for “bodily injury” or “property damage” higher than the limit shown on your Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for “your covered auto,” shall be excess over any other collectible insurance.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:
 1. Caused by accident; and
 2. Sustained by an “insured.”

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. “Insured” as used in this Part means:

1. You or any “family member”:
 - a. While “occupying”; or
 - b. As a pedestrian when struck by;

a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while “occupying” “your covered auto.”

EXCLUSIONS

We do not provide Medical Payments Coverage for any “insured” for “bodily injury”:

1. Sustained while “occupying” any motorized vehicle having fewer than four wheels.
2. Sustained while “occupying” “your covered auto” when it is being used as a public or livery conveyance. This includes but is not limited to any period of time “your covered auto” is being used by any “insured” in a “Ridesharing activity” and such “insured” is logged into a “transportation network platform” as a driver, whether or not a passenger is “occupying” the vehicle. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while “occupying” any vehicle located for use as a residence or premises.

4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury."
5. Sustained while "occupying," or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying," or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member."

However, this exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without permission or a reasonable belief that that "insured" is entitled to do so. This exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured." This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while "occupying" any vehicle located on a racetrack, test track or other course of any kind, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;

any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind, including high performance driver education (HPDE) events.
12. Intentionally caused by an "insured." An intentional act is one whose consequences could have been foreseen by a reasonable person.
13. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion does not apply to the ownership, maintenance or use of "your covered auto" by:
 - a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member."

14. Caused by or arising out of mold, the fear of mold, or any consequences resulting from mold or the fear of mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.
15. Sustained while "occupying," or when struck by, any vehicle during any period of time such vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

LIMIT OF LIABILITY

- A. The limit of liability shown on your Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown on your Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. **PART A – LIABILITY COVERAGE** or **PART C – UNINSURED MOTORISTS COVERAGE** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 1. Sustained by an "insured"; and
 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle."

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.
- B. "Insured" as used in this Part means:
 1. You or any "family member."
 2. Any other person "occupying" "your covered auto."
 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or

- c. "Your covered auto."
- 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- 1. Owned by or furnished or available for the regular use of you or any "family member."
- 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- 5. Designed mainly for use off public roads while not on public roads.
- 6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 - 1. By an "insured" while "occupying," or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying," or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
 - 3. While "occupying" any vehicle located on a racetrack, test track or other course of any kind, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;
any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind, including high performance driver education (HPDE) events.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - 1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
 - 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" in a "Ridesharing activity" and such insured is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (B.2.) does not apply to a share-the-expense car pool.
 - 3. Using a vehicle without permission or a reasonable belief that that "insured" is entitled to do so. This exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown on your Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown on your Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";

- 2. Claims made;
 - 3. Vehicles or premiums shown on your Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **PART A – LIABILITY COVERAGE** or **PART B – MEDICAL PAYMENTS COVERAGE** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this **PART C – UNINSURED MOTORISTS COVERAGE** of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this **PART C – UNINSURED MOTORISTS COVERAGE** may not be arbitrated.
- Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and

2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
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PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto" including their equipment, minus any applicable deductible shown on your Declarations. If loss to more than one "your covered auto" results from the same "collision" or "comprehensive" loss, only the lowest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
1. "Comprehensive" only if your Declarations indicate that Comprehensive Coverage is provided for that auto.
 2. "Collision" only if your Declarations indicate that Collision Coverage is provided for that auto.
- B. "Antique auto" means a vintage auto or motorcycle manufactured more than 50 years prior to the current year, is rarely driven and typically transported by trailer.
- C. "Collector agreed value" means the amount that you and we agree is the value of the "collector auto" shown on your Declarations. You agree that we may change this amount when the policy is renewed to reflect current costs and values.
- D. "Classic auto" means a motor vehicle of limited production or availability, unique or rare design, and recognized for its aesthetic value. For purposes of this policy, a "classic auto" also includes a reproduction of a "collector auto."
- E. "Collector auto" means any "classic auto," "exotic auto" or "antique auto" shown on your Declarations that is:
1. Maintained primarily for use in car club activities, parades, exhibitions, other functions of public interest or for a private collection; and
 2. Used infrequently for other purposes.
- F. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.
- G. "Comprehensive" means loss other than "collision" caused by the following:
3. Missiles or falling objects;
 4. Fire;
 5. Theft or larceny;
 6. Explosion or earthquake;
 7. Windstorm;
 8. Hail, water or flood;
 9. Malicious mischief or vandalism;
 10. Riot or civil commotion;
 11. Contact with bird or animal; or
 12. Breakage of glass.

If breakage of glass is caused by a "collision," you may elect to have it considered a loss caused by "collision."

- H. "Exotic auto" means a motor vehicle that is less than 25 years old that has not been altered from its original factory specifications. "Exotic autos" are of unique design and are part of a limited production. An "exotic auto's" value is derived in part from its performance and the artistic nature of its bodywork and interior.
- I. "Non-owned auto" means any auto or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or a "family member"; or any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its breakdown, repair, servicing, loss or destruction. "Non-owned auto" also means any auto or "trailer" that is rented to you or a "family member" for up to 45 days.

ADDITIONAL COVERAGES:

The coverages shown below are in addition to the "Comprehensive" and "Collision" coverage available for a covered loss unless stated otherwise. Your deductible does not apply to the **ADDITIONAL COVERAGES** unless stated otherwise.

TRANSPORTATION EXPENSES AND TEMPORARY EMERGENCY LIVING EXPENSES

We will pay up to the amount reflected on your Declarations for reasonable additional expenses you incur for:

1. Transportation expenses;
2. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
3. Expenses for which you become legally responsible in the event of a loss to a "non-owned auto."

We will pay for such expenses if the loss is caused by:

1. "Comprehensive" only if your Declarations indicate that Comprehensive Coverage is provided for that auto.
2. "Collision" only if your Declarations indicate that Collision Coverage is provided for that auto.

Our payment will be limited to that period of time reasonably required to repair "your covered auto" or "non-owned auto." In the event of a total loss, our payment will be limited to that period of time until we pay the loss.

Any vehicle rented under this coverage must be a similar vehicle type to the vehicle involved in the loss.

COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

We will pay the full cost to repair or replace an airbag system that accidentally deploys and is not caused by a "collision" or "comprehensive" loss. We will pay only if your Declarations indicate that "Comprehensive" coverage is provided for that auto.

TOWING COVERAGE

If a vehicle you own is disabled as a result of a covered loss, we will pay for the reasonable cost to tow "your covered auto" to a repair facility and for the labor performed at the place of disablement. We will pay only if your Declarations indicate that "Collision" or "Comprehensive" coverage is provided for that auto.

AUTO LOCK COVERAGE

If the keys to "your covered auto" or "non-owned auto" are lost or stolen, and we are notified of the loss within 72 hours, we will pay up to the amount reflected on your Declarations for this coverage for the following:

1. The cost to replace or duplicate keys or remote unlocking devices;
2. The labor costs to retrieve keys or remote unlocking devices accidentally locked in the vehicle; or
3. The cost to re-key the locks when the vehicle is stolen and then recovered or the keys or remote unlocking devices are lost or stolen.

This coverage only applies if "Comprehensive" coverage is provided for the "covered auto" or "non-owned auto" whose keys are lost or stolen.

TRAILER COVERAGE

We cover any camper body or "trailer" you own up to a maximum of \$3,000. For a covered loss to a camper body or "trailer," we will pay the amount required to repair or replace it, up to its cost new or \$3,000, whichever is less.

CHILD SAFETY RESTRAINT SYSTEM REPLACEMENT

If there is a covered loss to "your covered auto," except a loss to window glass, we will pay for the cost to replace a vehicle child safety restraint system used in that vehicle. "Child safety restraint system" means any device, such as an infant carrier, infant or toddler seat, a convertible safety seat, or booster seat located in "your covered auto" at the time of a covered loss which is designed to restrain, seat, or position a child in a vehicle.

PET INJURY

If one or more of your domestic pets, which is not primarily owned or kept for "business," is injured or dies as a result of a covered loss to "your covered auto," we will pay for the necessary, reasonable expenses you incur to treat, euthanize, cremate, bury, and replace these pets, up to \$2,000 for any one accident or loss, regardless of the number of pets involved in the accident or loss.

WINDOW GLASS COVERAGE

If your Declarations indicate that "Collision" or "Comprehensive" coverage is provided for "your covered auto," we provide coverage for window glass replacement in the event of a covered loss. No deductible applies if the window glass is repaired rather than replaced.

SPARE PARTS FOR COLLECTOR AUTOS

We will pay the amount required to repair or replace "spare parts" up to \$1,000.

For the purposes of this coverage, "spare parts" means a replacement for an item normally a part of your "collector auto" which is not currently installed in or attached to your "collector auto."

RENTAL CAR COVERAGE

We will pay for such loss to, and loss of use of, a "non-owned auto" rented by:

- 1.** You; or
- 2.** Any "family member";

unless a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member," pursuant to the provisions of any applicable rental agreement or state law.

EXCLUSIONS

We will not pay for:

- 1.** Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" in a "ridesharing activity" and such "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion **(1.)** does not apply to a share-the-expense car pool.
- 2.** Damage due and confined to:
 - a.** Wear and tear;
 - b.** Freezing;
 - c.** Mechanical or electrical breakdown or failure; or
 - d.** Road damage to tires.This exclusion **(2.)** does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto."
- 3.** Loss due to or as a consequence of:
 - a.** Radioactive contamination;
 - b.** Discharge of any nuclear weapon (even if accidental);
 - c.** War (declared or undeclared);
 - d.** Civil war;
 - e.** Insurrection; or
 - f.** Rebellion or revolution.
- 4.** Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a.** Radios and stereos;
 - b.** Tape decks;
 - c.** Compact disk systems;
 - d.** Navigation systems;
 - e.** Internet access systems;
 - f.** Personal computers;
 - g.** Video entertainment systems;
 - h.** Telephones;
 - i.** Televisions;
 - j.** Two-way mobile radios;
 - k.** Scanners;
 - l.** Citizens band radios; or

m. Personal media players.

This exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto."

5. Loss to tapes, records, disks or other media used with equipment described in exclusion 4.
6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This exclusion (6.) does not apply to the interests of a Loss Payee shown on your Declarations page for "your covered auto."

7. Loss to:
 - a. A "trailer," camper body, or motor home, which is not shown on your Declarations; or
 - b. Facilities or equipment used with such "trailer," camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer," camper body, or motor home.

This exclusion (7.) does not apply to a:

- a. "Trailer," and its facilities or equipment, which you do not own;
- b. "Trailer" covered under **ADDITIONAL COVERAGE TRAILER COVERAGE**; or
- c. "Trailer," camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.

8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.

This exclusion (10.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to "your covered auto" or any "non-owned auto," located on a racetrack, test track or other course of any kind, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;

any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind, including high performance driver education (HPDE) events.

- 13.** Loss to any "non-owned auto" rented or leased for more than 45 days.
- 14.** Loss caused intentionally by or at the direction of an "insured" or "family member." An intentional act is one whose consequences could have been foreseen by a reasonable person.
- 15.** Loss caused by mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.
- 16.** The actual or perceived loss in market or resale value of an auto which results from a direct or accidental loss.
- 17.** Loss to a "collector auto" caused by insects, birds or vermin, inherent defect, dampness, mildew, rot or rust, temperature extremes or gradual deterioration.
- 18.** Loss to a "collector auto" caused by any repairing, renovating or refinishing process.

LIMIT OF LIABILITY

- A.** Except as provided in paragraph **B.**, our limit of liability for loss will be the lesser of the:
 - 1.** Actual cash value of the stolen or damaged property; or
 - 2.** Amount necessary to repair or replace the property with other property of like kind and quality. We will use original equipment manufacturer parts, except for window glass replacement, for repairs arising out of a covered loss to your vehicle, unless the parts are no longer manufactured or are no longer available.
- However, the most we will pay for loss to:
- 1.** Any "non-owned auto" which is a trailer is \$1,500.
 - 2.** Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- B.** Our limit of liability for a total loss to a "collector auto" is the "collector agreed value" shown on your Declarations.
- However, the most we will pay for loss to:
- 1.** Any "non-owned auto" which is a trailer is \$1,500.
 - 2.** Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- C.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
 - D.** Any applicable deductible shown on your Declarations will reduce our payment for a loss. In the event of a Total Loss, no deductible will apply. An auto will be considered a Total Loss when:
 - 1.** The costs of labor and parts to repair the auto plus the salvage value are greater than or equal to the actual cash value;
 - 2.** The entire auto is stolen, not recovered and we offer to settle the loss; or
 - 3.** We deem it to be a Total Loss.

MULTIPLE POLICY DEDUCTIBLES

If a loss caused by the same accident or loss is covered under both **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** and a homeowners policy issued by us, where you are a Named Insured, at your option we will apply only the lowest applicable deductible between the two policies.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1.** You; or
- 2.** The address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER INSURANCE AND OTHER SOURCES OF RECOVERY

If other insurance or other sources of recovery also cover or apply to the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable insurance policy limits or other sources of recovery. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible insurance or source of recovery including, but not limited to:

1. Any insurance coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and 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 be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

INSURABLE INTEREST

We will not pay for any loss to property in which you or a "family member" does not have an insurable interest at the time of the loss. If more than one person has an insurable interest in covered property, we will not pay for an amount greater than your interest, up to the amount of coverage that applies.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.
- E. You cannot abandon any property to us unless we agree to accept it, or to a third party unless we agree.

PART F – GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. You have a duty to report to us all changes, including additions and deletions, in policy information. This includes, but is not limited to, the information listed in subparagraphs 1. through 8. of this paragraph B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. Your address or the change of address of any insured person;
 2. The place of principal garaging of insured vehicles;
 3. "Family members" using insured vehicles and "regular operators" of insured vehicles;
 4. The number, type or use classification of insured vehicles;
 5. Coverage, deductible or limits;
 6. The driver's license status of "family members" and "regular operators" using insured vehicles;
 7. The residents of your household since your last policy period; or
 8. The marital status of any resident or "family member" of the household.If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph C. does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy at any time, including after an accident or loss, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or

3. Engage in fraudulent conduct;

in connection with a requested change, we may void the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after an accident or loss.

When we have not voided or reformed the policy, we may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

LEGAL ACTION AGAINST US

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under **PART A – LIABILITY COVERAGE** no legal action may be brought against us until:
 1. We agree in writing that the “insured” has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an “insured.”

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.However, our rights in this paragraph (A.) do not apply under **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**, against any person using “your covered auto” with a reasonable belief that that person is entitled to do so.
- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A.** This policy applies only to accidents and losses which occur:
 1. During the policy period as shown on your Declarations; and
 2. Anywhere in the world.
- B.** If you borrow, lease or rent a “non-owned auto” outside the United States, its territories or possessions, Puerto Rico, or Canada, the coverage provided by this policy will apply to the use or operation of that vehicle by you or any “family member” provided:
 1. That the mandated insurance is purchased or provided for the vehicle being operated, as defined by the country or jurisdiction. Our limit of liability will be only the part of a covered loss that exceeds the limit of liability of that policy. In Mexico and other countries, liability coverage must be purchased from a locally licensed insurance company to meet the liability requirements of that country. Failure to comply with this requirement may leave you uninsured with regard to liability coverage under the local law and subject to fines and other penalties.
 2. The use, lease or rental of the “non-owned auto” is for a period less than 45 days.

This coverage also applies to a temporarily relocated “covered auto” and “newly acquired vehicles.”

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown on your Declarations may cancel by:
 - a. Returning this policy to us; or

- b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown on your Declarations at the address shown in this policy:
 - a. At least 10 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days' notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto"; has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown on your Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto," any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

A. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown on your Declarations dies, coverage will be provided for:
 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown on your Declarations; and
 2. The legal representative of the deceased person as if a named insured shown on your Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto."
- B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

CONFORMITY TO STATE LAW

If any provision of this policy conflicts with the laws of the state in which you live, this policy is amended to conform to those laws.

CONFORMITY TO TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – ILLINOIS

I. DEFINITIONS

A. The following is added to the **DEFINITIONS** section:

Throughout the policy, “minimum limits” refers to the following limits of liability, as required by Illinois law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
2. \$20,000 for each accident with respect to “property damage.”

B. In **DEFINITIONS**, definition **K.** is replaced by the following:

“Newly acquired auto”:

1. “Newly acquired auto” means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:

- (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
- (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your “business” of installing, maintaining or repairing furnishings or equipment; or
 - (b) For incidental farming or ranching.

2. Coverage for a “newly acquired auto” is provided as described below. If you ask us to insure a “newly acquired auto” after a specified time period described below has elapsed, any coverage we provide for a “newly acquired auto” will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a “newly acquired auto”:

- (1) Which replaces a vehicle shown on your Declarations will have the same coverage as the vehicle it replaced.
- (2) Which is in addition to any vehicle shown on your Declarations will have the broadest coverage we now provide for any vehicle shown on your Declarations.

Coverage begins on the date you become the owner. However, for this coverage to apply to a “newly acquired auto” which is in addition to any vehicle shown on your Declarations, you must ask us to insure it within 30 days after you become the owner.

If a “newly acquired auto” replaces a vehicle shown on your Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a “newly acquired auto” begins on the date you become the owner, if your Declarations indicates that Collision Coverage applies to at least one auto. In this case, the “newly acquired auto” will have the broadest coverage we now provide for any auto shown on your Declarations. However, for this coverage to apply, you must ask us to insure the “newly acquired auto” within 30 days after you become the owner.
- c. Comprehensive Coverage for a “newly acquired auto” begins on the date you become the owner if your Declarations indicates that Comprehensive Coverage applies to at least one auto. In this case, the “newly acquired auto” will have the broadest coverage we now provide for any auto shown on your Declarations. However, for this coverage to apply, you must ask us to insure the “newly acquired auto” within 30 days after you become the owner.

II. PART A - LIABILITY COVERAGE

A. Paragraph **A.** of the **INSURING AGREEMENT** is replaced by the following:

We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these

damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

B. Exclusion A.6. of EXCLUSIONS is replaced by the following:

We do not provide Liability Coverage for any "insured":

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion A.6. does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member";
- c. Any partner, agent or employee of you or any "family member"; or
- d. Any other person.

C. The following exclusion is added to EXCLUSIONS:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member." However, this exclusion does not apply:

1. To the maintenance or use of "your covered auto" by any "insured" other than you or any "family member"; or
2. When a third party acquires a right of contribution against you or any "family member."

D. The OTHER INSURANCE provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance:

1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide for a vehicle you do not own, including any vehicle while used, as a temporary substitute for "your covered auto," shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own shall be primary if:
 - a. The Limit Of Liability shown on your Declarations is equal to or greater than:
 - (1) \$100,000 for "bodily injury" to any one person in any one accident;
 - (2) Subject to this limit per person, \$300,000 for "bodily injury" to two or more people in any one accident; and
 - (3) \$50,000 for "property damage";
 - b. Such vehicle is loaned by a person, firm or corporation engaged in the "business" of selling motor vehicles; and
 - c. Such vehicle is used as a temporary substitute for "your covered auto" which is out of normal use because of its breakdown, repair or servicing.

III. PART B - MEDICAL PAYMENTS COVERAGE

A. INSURING AGREEMENT, paragraph B.2. of the definition of "insured" is replaced by the following:

"Insured" as used in this Part means:

2. Any other person while "occupying":
 - a. "Your covered auto"; or
 - b. Any other auto operated by:
 - (1) You; or

(2) A "family member," if the auto is a private passenger auto or "trailer."

B. The following exclusion is added to **EXCLUSIONS**:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time an auto not owned by, or furnished or available for the regular use of, you or any "family member" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.

However, this exclusion does not apply to:

1. A share-the-expense car pool; or
2. You or any "family member."

IV. PART C - UNINSURED MOTORISTS COVERAGE

A. Paragraph **B.2.** of the definition of "insured" is replaced by the following:

"Insured" as used in this Part means:

2. Any other person "occupying":
 - a. "Your covered auto"; or
 - b. Any other auto operated by you.

B. Paragraph **B.3.** of the definition of "uninsured motor vehicle" is replaced by the following:

"Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an object to hit:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" is "occupying"; or
 - c. "Your covered auto."

If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be proved.

C. Exception 1. to the definition of "uninsured motor vehicle" is replaced by the following:

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which **PART A** of the policy applies and Liability Coverage is excluded for damages sustained in the accident.

D. The following exclusion is added to **EXCLUSIONS**:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured" while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time an auto not owned by, or furnished or available for the regular use of, you or any "family member" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.

However, this exclusion does not apply to:

1. A share-the-expense car pool; or
2. You or any "family member."

E. The **ARBITRATION** provision is replaced by the following:

ARBITRATION

1. If we and an "insured" do not agree:
 - a. Whether that person is legally entitled to recover damages under this Part; or
 - b. As to the amount of damages;

either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.

2. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible up to the amount by which the "insured's" recovery exceeds the statutory minimum for:
 - a. Payment of his or her expenses; and
 - b. An equal share of the third arbitrator's expenses.
3. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:
 - a. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
 - b. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.
 In all other cases, local rules of law as to procedure and evidence shall apply.
4. A decision agreed to by at least two of the arbitrators will be binding as to:
 - a. Whether the "insured" is legally entitled to recover damages; and
 - b. The amount of damages. This applies only if the amount does not exceed the lesser of:
 - (1) \$75,000 for "bodily injury" to any one person in any one accident. Subject to this limit per person, \$150,000 for "bodily injury" to two or more people in any one accident; or
 - (2) The limits for "bodily injury" shown on your Declarations.
 If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

V. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

- A. Exclusion 7. of **EXCLUSIONS** is replaced by the following:

We will not pay for:

7. Loss to:

- a. A "trailer," camper body or motor home, which is not shown on your Declarations; or
- b. Facilities or equipment used with such "trailer," camper body or motor home. Facilities or equipment includes but is not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer," camper body or motor home.

This Exclusion 7. does not apply to a:

- a. "Trailer," and its facilities or equipment, which you do not own; or
- b. "Trailer," camper body or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.

- B. Paragraph C. of the **LIMIT OF LIABILITY** provision is replaced by the following:

We may deduct for betterment:

1. If the deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
2. If the deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

VI. PART E - GENERAL PROVISIONS

- A. The **FRAUD OR MISREPRESENTATION** provision is replaced by the following:

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy or not provide coverage to an "insured," at any time, including after an accident or loss, but not once the policy has been in effect for one year or one policy period, whichever is less, if the "insured":

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

at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If an "insured":

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

in connection with a requested change, we may void the policy.

We may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

- B. The **TERMINATION** provision is replaced by the following:

TERMINATION

1. Cancellation

This policy may be cancelled during the policy period as follows:

- a. The named insured shown on your Declarations may cancel by:
 - (1) Returning this policy to us; or
 - (2) Giving us advance written notice of the date cancellation is to take effect.
 - b. We may cancel by mailing to the named insured shown on your Declarations at the address last known to us and to such named insured's agent or broker of record:
 - (1) At least 10 days' notice if cancellation is for nonpayment of premium; or
 - (2) At least 30 days' notice in all other cases.
- Our notice of cancellation must include a specific explanation of the reason for cancellation.
- c. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - (1) For nonpayment of premium;
 - (2) The policy was obtained through material misrepresentation;
 - (3) Any insured violated any of the terms and conditions of the policy;
 - (4) You failed to disclose fully your motor vehicle accidents and moving traffic violations for the preceding 36 months if called for in the application;
 - (5) Any "insured" made a false or fraudulent claim of knowingly aided or abetted another in the presentation of such a claim;
 - (6) You or any other operator who either resides in the same household or customarily operates an automobile insured under such policy:
 - (a) Has, within the 12 months prior to the notice of nonrenewal had his drivers license under suspension or revocation;
 - (b) Is or becomes subject to epilepsy or heart attacks, and such individual does not produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle safely;
 - (c) Has an accident record, conviction record (criminal or traffic), or a physical or mental condition which is such that his operation of an automobile might endanger the public safety;

- (d) Has, within the 36 months prior to the notice of non-renewal, been addicted to the use of narcotics or other drugs; or
 - (e) Has been convicted or forfeited bail, during the 36 months immediately preceding the notice of non-renewal, for any felony, criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle, operating a motor vehicle while in an intoxicated condition or while under the influence of drugs, being intoxicated while in or about an automobile or while having custody of an automobile, leaving the scene of an accident without stopping to report, theft or unlawful taking of a motor vehicle, making false statements in an application for an operators or chauffeurs license, or has been convicted or forfeited bail for 3 or more violations within the 12 months immediately preceding the notice of non-renewal, of any law, ordinance or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses; or
- (7) The insured automobile is:
- (a) So mechanically defective that its operation might endanger public safety;
 - (b) Used in carrying passengers for hire or compensation (the use of an automobile for a car pool shall not be considered use of an automobile for hire or compensation);
 - (c) Used in the business of transportation of flammables or explosives;
 - (d) An authorized emergency vehicle;
 - (e) Changed in shape or condition during the policy period so as to increase the risk substantially; or
 - (f) Subject to an inspection law and it has not been inspected or, if inspected, has failed to qualify.

2. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown on your Declarations at the address last known to us and to such named insured's agent or broker of record. Notice will be mailed at least 30 days before the end of the policy period and will include a specific explanation of the reasons for nonrenewal. Subject to this notice requirement, if the policy period is:

- a. Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
- b. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- c. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

If this policy has been in effect for five years or more, we will only nonrenew or refuse to continue the policy if:

- a. We mail you notice of our intent 60 days prior to the expiration date;
- b. The policy was obtained through a material misrepresentation;
- c. Any "insured" violated any of the terms and conditions of the policy;
- d. You failed to disclose fully your motor vehicle accidents and moving traffic violations for the preceding 36 months, if such information is called for in the application;
- e. Any "insured" made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;
- f. You or any other operator who either resides in the same household or customarily operates an automobile insured under this policy:
 - (1) Has, within the 12 months prior to the notice of nonrenewal had his drivers license under suspension or revocation;
 - (2) Is or becomes subject to epilepsy or heart attacks, and such individual does not produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle safely;
 - (3) Has an accident record, conviction record (criminal or traffic), or a physical or mental condition which is such that his operation of an automobile might endanger the public safety;
 - (4) Has, within the 36 months prior to the notice of non-renewal, been addicted to the use of narcotics or other drugs; or

- (5) Has been convicted or forfeited bail, during the 36 months immediately preceding the notice of non-renewal, for any felony, criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle, operating a motor vehicle while in an intoxicated condition or while under the influence of drugs, being intoxicated while in or about an automobile or while having custody of an automobile, leaving the scene of an accident without stopping to report, theft or unlawful taking of a motor vehicle, making false statements in an application for an operators or chauffeurs license, or has been convicted or forfeited bail for 3 or more violations within the 12 months immediately preceding the notice of non-renewal, of any law, ordinance or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses; or
- (6) The insured automobile is:
 - (a) So mechanically defective that its operation might endanger public safety;
 - (b) Used in carrying passengers for hire or compensation (the use of an automobile for a car pool shall not be considered use of an automobile for hire or compensation);
 - (c) Used in the business of transportation of flammables or explosives;
 - (d) An authorized emergency vehicle;
 - (e) Changed in shape or condition during the policy period so as to increase the risk substantially; or
 - (f) Subject to an inspection law and it has not been inspected or, if inspected, has failed to qualify.

3. Automatic Termination

If we offer to renew or continue and you or your representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

4. Other Termination Provisions

- a. Proof of mailing of any notice shall be sufficient proof of notice.
- b. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- c. The effective date of cancellation stated in the notice shall become the end of the policy period.
- d. We will give the same advance notice of cancellation or nonrenewal to the loss payee stated in the policy as we give to the named insured shown on your Declarations.

C. The TRANSFER OF YOUR INTEREST IN THIS POLICY provision is replaced by the following:

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown on your Declarations dies, coverage will be provided for:

1. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown on your Declarations; and
2. The legal representative of the deceased person as if a named insured shown on your Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto."

Coverage will only be provided until the end of the policy period.

D. The following provision is added:

ILLINOIS CONSUMER COMPLAINT NOTIFICATION

Should any complaints arise regarding this insurance, you may contact the following:

Berkley One - Service Specialists
101 Bellevue Parkway, Wilmington, DE 19809
1-855-ONE-8551 (1-855-663-8551)
Fax Number: 855-999-0825

You may also contact the Illinois Department of Insurance at either of the following addresses:

Illinois Department of Insurance
Consumer Division
122 S. Michigan Ave, 19th Floor
Chicago, Illinois 60603
(312) 814-2420

OR

Illinois Department of Insurance
320 West Washington Street
Springfield, Illinois 62767
(217) 782-4515

For Complaints:

<https://mc.insurance.illinois.gov/messagecenter.nsf>
Email: consumer_complaints@ins.state.il.us
Fax to (217) 558-2083
Phone: (877) 527-9431

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE LIABILITY LIMIT

Paragraph A. of the **LIMIT OF LIABILITY** provision in **PART A – LIABILITY COVERAGE** is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown on your Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNINSURED MOTORISTS LIMIT

Paragraph A. of the **LIMIT OF LIABILITY** Provision in **PART C – UNINSURED MOTORIST COVERAGE** is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown on your Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the accident.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNDERINSURED MOTORISTS LIMIT

Paragraph A. of the **LIMIT OF LIABILITY** Provision in the Underinsured Motorists Coverage Endorsement is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown on your Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages because of "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the accident.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE - ILLINOIS

This endorsement modifies coverage under the following:

Auto Suite Policy

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle."

We will pay under this coverage only after the limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements, unless:

1. We have been given written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that settlement; or
2. We and an "insured" have reached a "settlement agreement."

B. "Insured" as used in this endorsement means:

1. You or any "family member."
2. Any other person "occupying":
 - a. "Your covered auto"; or
 - b. Any other auto operated by you.
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is either:

1. Less than the limit of liability for this coverage; or
2. Reduced by payments to others injured in the accident to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Illinois.
2. Owned by or furnished or available for the regular use of you or any "family member."
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

- D. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving the "underinsured motor vehicle."
- E. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle," damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement shall be final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle."

II. EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
 - 1. By an "insured" while "occupying," or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying," or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
 - 3. While "occupying" any vehicle located on a racetrack, test track or other course of any kind, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;
any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
This exclusion (B.1.) does not apply to a share-the-expense car pool.
 - 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
 - 3. While "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time an auto not owned by, or furnished or available for the regular use of, you or any "family member" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.
However, this exclusion (B.3.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. You or any "family member."
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

III. LIMIT OF LIABILITY

- A. The Limit Of Liability shown on your Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the Limit Of Liability shown on your Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the accident.

- B. Except in the event of a "settlement agreement," the limit of liability for this coverage shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under **PART A – LIABILITY COVERAGE** of this policy.
- C. In the event of a "settlement agreement," the maximum limit of liability for this coverage shall be the amount by which the limit of liability for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle."
- D. The limit of liability for this coverage shall be reduced by all sums:
 1. Paid or payable because of the "bodily injury" under any automobile medical payments coverage. This includes all sums paid under **PART B – MEDICAL PAYMENTS COVERAGE** of this policy.
 2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.

However, this paragraph (**D.2.**) shall not apply to disability benefits received under the federal Social Security Act.

- E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **PART A – LIABILITY COVERAGE**, **PART B – MEDICAL PAYMENTS COVERAGE**, or **PART C – UNINSURED MOTORISTS COVERAGE** of this policy.
- F. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

However, this paragraph (**G.**) shall not apply to disability benefits received under the federal Social Security Act.

IV. OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

- A. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- B. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any collectible insurance providing such coverage on a primary basis.
- C. If the coverage under this policy is provided:
 1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

V. ARBITRATION

- A. If we and an "insured" do not agree:
 1. Whether that person is legally entitled to recover damages under this endorsement; or
 2. As to the amount of damages;either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.
- B. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible up to the amount by which the "insured's" recovery exceeds the statutory minimum for:

1. Payment of his or her expenses; and
 2. An equal share of the third arbitrator's expenses.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the lesser of:
 - a. \$75,000 for "bodily injury" to any one person in any one accident.
Subject to this limit per person, \$150,000 for "bodily injury" to two or more people in any one accident; or
 - b. The limits for "bodily injury" shown on your Declarations.

If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

VI. ADDITIONAL DUTIES

Any person seeking coverage under this endorsement must also:

- A. Give us written notice of a "tentative settlement" and allow us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle."
- B. File suit against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement." Such suit cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle."
- C. Promptly send us copies of the legal papers if a suit is brought.

VII. PART F – GENERAL PROVISIONS

The **Our Right To Recover Payment** provision is replaced by the following with respect to Underinsured Motorists Coverage:
Our Right To Recover Payment

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply if we:

1. Have been given written notice of a "tentative settlement"; and
2. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage.
2. We also have a right to recover the advanced payment.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

However, in the event of a "settlement agreement," we shall be entitled to a recovery under paragraphs A. and B. only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle."

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – ILLINOIS

This endorsement modifies coverage under the following:

Auto Suite Policy

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

INSURING AGREEMENT

- A.** We will pay compensatory damages which you are legally entitled to recover from the owner or operator of an “uninsured motor vehicle” because of “property damage” caused by an accident arising out of actual physical contact with “your covered auto.” The owner’s or operator’s liability for these damages must arise out of the ownership, maintenance or use of the “uninsured motor vehicle.”

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B.** “Property damage” as used in this endorsement means injury to or destruction of “your covered auto.” However, “property damage” does not include:
 - 1. Loss of use of “your covered auto”; or
 - 2. Damage to personal property contained in “your covered auto” other than a child restraint system that:
 - a. Meets the applicable standards of the Illinois Child Passenger Protection Act; and
 - b. Was in use by the child at the time of the accident for which this coverage applies.

- C.** “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:

- 1. To which no liability bond or policy affording coverage for “property damage” applies at the time of the accident.
- 2. To which a liability bond or policy affording coverage for “property damage” applies at the time of the accident. In this case, its limit for property damage liability must be less than the minimum limit for property damage liability specified by the financial responsibility law of Illinois.
- 3. To which a liability bond or policy affording coverage for “property damage” applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, “uninsured motor vehicle” does not include any vehicle or equipment:

- a. Owned by or furnished or available for the regular use of you or any “family member.”
- b. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- c. Owned by any governmental unit or agency.
- d. Operated on rails or crawler treads.
- e. Designed mainly for use off public roads while not on public roads.
- f. While located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for “property damage”:
 - 1. If you or your legal representative settles the “property damage” claim and such settlement prejudices our right to recover payment.
 - 2. When “your covered auto” is being used as a public or livery conveyance. This includes but is not limited to any period of time “your covered auto” is being used by any “insured” who is logged into a “transportation network platform” as a driver, whether or not a passenger is “occupying” the vehicle. This Exclusion (A.2.) does not apply to a share-the-expense car pool.
 - 3. For the first \$250 of the amount of the “property damage” to each of “your covered autos” as the result of any one accident.

4. If the owner or operator of the "uninsured motor vehicle" cannot be identified.
 5. While "occupying" any vehicle located on a racetrack, test track or other course of any kind, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;
- any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind.
- B. This coverage shall not apply directly or indirectly to benefit any insurer of the property.
- C. We do not provide Property Damage Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:
1. The limit of liability shown in the Declarations; or
 2. The actual cash value of "your covered auto."

This is the most we will pay, regardless of the number of:

1. Claims made;
2. Vehicles or premiums shown in the Declarations; or
3. Vehicles involved in the accident.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

OTHER INSURANCE

If there is other applicable insurance that is similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any other such collectible insurance.

ARBITRATION

- A. If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this endorsement; or
2. As to the amount of damages;

the "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.

- B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages.

ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking coverage under this endorsement must also:

- A. Promptly send us copies of the legal papers if a suit is brought.
- B. Provide us with:

1. The name and address of the owner of the "uninsured motor vehicle"; or
2. The registration number or description of such vehicle; or
3. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR

Any liability and any required no-fault coverages afforded by this policy for “your leased auto” also apply to the lessor named on your Declarations as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
 - a. You or any “family member,” or
 - b. Any other person except the lessor or any employee or agent of the lessor using “your leased auto.”
2. “Your leased auto” means:
 - a. An auto shown on your Declarations or in this endorsement which you lease for a continuous period of at least six-months under a written agreement which requires you to provide primary insurance for the lessor, and
 - b. Any substitute or replacement auto furnished by the lessor named in this endorsement.
3. If we terminate this policy, notice will also be mailed to the lessor.
4. The lessor is not responsible for payment of premiums.
5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED

This endorsement modifies coverage under the following:

Auto Suite Policy

All provisions and conditions of the policy apply unless they are changed by this endorsement.

Schedule

Name of Individual(s)

The individual(s) shown in the Schedule above is added as an additional named insured to this policy and afforded all rights and obligations of a named insured under the policy.

All other terms and conditions of this policy shall remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE COURSE ENDORSEMENT

With respect to the "low speed vehicles" and coverages described on your Declarations, the provisions of the policy apply unless modified by this endorsement.

I. DEFINITIONS

The **DEFINITIONS** section is amended as follows:

- A.** For the purpose of the coverage provided by this endorsement, the following definitions are added:

"Agreed value" means the amount that you and we agree is the value of the vehicle including taxes, title and all additional fees and is the amount shown on your Declarations. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

"Low speed vehicle" means a four-wheeled motor vehicle, other than a truck, whose top speed is more than 20 miles per hour and not more than 25 miles per hour on paved surfaces.

- B.** The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any "low speed vehicle" shown on your Declarations.
2. A "newly acquired auto."
3. A "trailer."
4. Any "low speed vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (4.) does not apply to **Coverage for Damage to Your Auto**.

- C.** Paragraph 1. of the definition of "newly acquired auto" is replaced by the following:

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto;
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching; or
 - c. Any "low speed vehicle."

II. PART A – LIABILITY COVERAGE

PART A is amended as follows:

- A.** The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of "your covered auto."
2. Any person using "your covered auto."

3. For "your covered auto," any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

B. Exclusion B.1. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle which is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

1. While such vehicle is being used by an "insured" in a medical emergency;
2. To any "trailer"; or
3. To a vehicle insured for Liability Coverage under this endorsement.

III. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

PART D is amended as follows:

A. The following is added to the definition of "non-owned auto":

Any "low speed vehicle" you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

B. With respect to the Coverage(s) shown as applicable to a "low speed vehicle" described on your Declarations, the **LIMIT OF LIABILITY provision is replaced by the following:**

LIMIT OF LIABILITY

- A. For any total loss to a "low speed vehicle," our limit of liability will be the "agreed value."
- B. No deductible will apply to a total loss; however, we will reduce our payment by any amount paid for a previous loss to the property if the damage was not repaired.
- C. A "low speed vehicle" will be considered a total loss when:
 1. The cost of labor and parts to repair the "low speed vehicle" plus the salvage are greater than or equal to the "agreed value."
 2. The entire "low speed vehicle" is stolen, not recovered and we offer to settle the loss; or
 3. We deem it to be a total loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTITY OR TRUST ENDORSEMENT

This endorsement modifies coverage under the following:

Auto Suite Policy

Schedule

[Trust Name and Mailing Address:]

[Trust Name]

[Trust Address Line 1]

[Trust Address Line 2]

[City, State Zipcode]

[Trustee Name and Mailing Address:]

[Trustee Name]

[Trustee Address Line 1]

[Trustee Address Line 2]

[City, State Zipcode]

[Entity Name and Mailing Address:]

[Entity Name]

[Entity Address Line 1]

[Entity Address Line 2]

[City, State Zipcode]

[Property held in trust] [Has interest in]:

[Vehicle Details (Year Make Model)]

[Vehicle Details (Year Make Model)]

[Vehicle Details (Year Make Model)]

Information required to complete this Schedule, if not shown above, will be shown on your Declarations.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. DEFINITIONS

The following is added to Paragraph C. of the **DEFINITIONS** section:

For purposes of this policy, a vehicle shown in the Schedule above shall be deemed to be owned by a person if the title to that vehicle is in the name of the entity or trust shown in the Schedule for that vehicle.

II. PART F – GENERAL PROVISIONS is amended as follows:

The following is added to the **Termination** provision:

If this policy is terminated, notice will also be mailed to the Entity or Trustee(s) shown in the Schedule.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE GAP ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

In the event of a covered total loss to a "your covered auto" shown on your Declarations to which Auto Loan/Lease Coverage applies, we will pay any unpaid amount due on the lease or loan for "your covered auto" less:

1. The amount paid under **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the loss;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not refunded by a lessor;
 - d. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE GLASS ENDORSEMENT

The provisions and exclusions that apply to **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** also apply to this endorsement except as modified by this endorsement.

The following is added to the first paragraph of the **INSURING AGREEMENT** in **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**:

INSURING AGREEMENT

We will pay under "Collision" or "Comprehensive" coverage for the cost of repairing or replacing the damaged window glass on "your covered auto" without a deductible. We will pay only if your Declarations indicates that "Comprehensive" coverage applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE HITCH ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. DEFINITIONS

The **DEFINITIONS** Section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement, the following definitions are added:

“Agreed value” means the amount that you and we agree is the value of the vehicle including taxes, title and all additional fees and is the amount shown on your Declarations. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

- B. For the purpose of the coverage provided by this endorsement, “your covered auto” means a “trailer” or camper body.

II. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

- A. The following is added to the **INSURING AGREEMENT**:

We will pay for direct and accidental loss to:

1. A “trailer” or camper body described on your Declarations; and
2. Facilities or equipment designed to be used with the described “trailer” or camper body while in or attached to the “trailer” or camper body. Facilities or equipment include but are not limited to:
 - a. Cooking, dining, plumbing, or refrigeration facilities;
 - b. Awnings or cabanas; or
 - c. Any other facilities or equipment designed to be used with a “trailer” or camper body.

- B. Exclusion 7. does not apply to coverage provided by this endorsement.

- C. The following exclusions are added:

1. We will not pay for loss to:
 - a. Clothing or luggage;
 - b. “Business” or office equipment; or
 - c. Articles which are sales samples or used in exhibitions.
2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 9., or 10. of **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**.

- D. With respect to the Coverage(s) shown as applicable to a “trailer” described on your Declarations, the **LIMIT OF LIABILITY** Section is replaced by the following:

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:

1. Amount necessary to repair or replace the property with other property of like kind and quality; or
2. “Agreed Value.”

- B. Any applicable deductible shown on your Declarations will reduce our payment for a loss.

- C. In the event of a Total Loss, to a “trailer” or camper body, we will apply the valuation method shown for the vehicle type on your Declarations and:

1. If “Agreed Value” is indicated on your Declarations page, our limit of liability will not exceed the “agreed value”; or
2. If Actual Cash Value is indicated on your Declarations page, our limit of liability will not exceed the actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

- D. No deductible will apply to a total loss; however, we will reduce our payment by any amount paid for a previous loss to the property if the damage was not repaired.

A vehicle will be considered a total loss when:

1. The cost of labor and parts to repair the auto plus the salvage are greater than or equal to the "agreed value."
2. The entire auto is stolen, not recovered and we offer to settle the loss; or
3. We deem it to be a total loss.

- E. However, the most we will pay for a loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the "trailer" or camper body in locations not used by the "trailer" or camper body manufacturer for installation of such equipment, is \$1,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

Loss Payee: _____

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown on your Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown on your Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED NON-OWNER COVERAGE - ILLINOIS

This endorsement modifies coverage under the following:

Auto Suite Policy

With respect to the individuals and coverages listed on your Declarations, the provisions of the policy apply unless modified by the endorsement.

I. DEFINITIONS

The **DEFINITIONS** Section is amended as follows:

- A. The definitions of "you" and "your" are replaced by the following:

Throughout this policy, "you" and "your" refer to the individual named on your Declarations.

- B. The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage, civil union recognized under Illinois law or adoption, including a ward or foster child, if:

1. The person is a resident of your household; and

2. Your Declarations indicates that coverage is provided for the named individual and "family members."

- C. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "newly acquired auto."

- D. The definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

1. A private passenger auto; or

2. A pickup or van that:

a. Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

b. Is not used for the delivery or transportation of goods and materials unless such use is:

(1) Incidental to your "business" of maintaining or repairing furnishings or equipment; or

(2) For farming or ranching.

This provision applies only:

1. If you acquire the vehicle during the policy period; and
2. For 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

II. PART A – LIABILITY COVERAGE is amended as follows:

- A. If your Declarations indicates that Named Non-owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member."

- B. The **EXCLUSIONS** section is amended as follows:

1. Exclusion B.2. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto," which is owned by you.

2. The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto," which is furnished or available for your regular use.

However, this Exclusion 2. does not apply if your Declarations indicates that the Vehicles Furnished Or Available

For Regular Use Exclusion does not apply.

- C. The **OUT OF STATE COVERAGE** provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown on your Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

III. PART B – MEDICAL PAYMENTS COVERAGE is amended as follows:

- A. If your Declarations indicates that Named Non-owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member."

- B. The **EXCLUSIONS** section is amended as follows:

1. Exclusion 5. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying," or when struck by, any vehicle (other than "your covered auto") which is owned by you.

2. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying," or when struck by, any vehicle, other than "your covered auto," which is furnished or available for your regular use. However, this exclusion does not apply if your Declarations indicates that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

- C. Paragraph A. of the **LIMIT OF LIABILITY** provision is replaced by the following:

The Limit Of Liability shown on your Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the accident.

IV. PART C – UNINSURED MOTORISTS COVERAGE is amended as follows:

- A. If your Declarations indicates that Named Non-owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member."

- B. The definition of "uninsured motor vehicle" is amended as follows:

1. Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.
2. If your Declarations indicates that Named Non-owner applies to the named individual, the hit-and-run vehicle section is amended, by deleting reference to "family member."

- C. Paragraph A. of the **LIMIT OF LIABILITY** provision is replaced by the following:

LIMIT OF LIABILITY

The Limit Of Liability shown on your Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the Limit Of Liability shown on your Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages

for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the accident.

If your Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to paragraph A.:

The Limit Of Liability shown on your Declarations for each accident for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the accident.

V. UNDERINSURED MOTORISTS COVERAGE

If your Declarations indicates that Underinsured Motorists Coverage applies, the provisions of the Underinsured Motorists Coverage Endorsement made a part of this policy apply except as follows:

- A. If your Declarations indicates that Named Non-owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member."
- B. The definition of "underinsured motor vehicle" is amended as follows:

Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.

- C. If your Declarations also indicates an each accident limit of liability for Property Damage Underinsured Motorists Coverage, the following is added to paragraph A.:

The Limit Of Liability shown on your Declarations for each accident for Property Damage Underinsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown on your Declarations; or
4. Vehicles involved in the accident.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE ONE ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- I. When your Declarations indicate that Agreed Value applies to a specific auto other than a "collector auto," in the event of a total loss to that auto the following deletes and replaces the **LIMIT OF LIABILITY** section of **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**, with the following with respect to that specific auto only:

LIMIT OF LIABILITY

A. Agreed Value

Our limit of liability for any total loss will be the greater of the:

1. "Agreed value"; or
2. Actual cash value of the stolen or damaged property.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

- C. No deductible will apply to a total loss; however, we will reduce our payment by any amount paid for a previous loss to the property if the damage was not repaired.

An auto will be considered a Total Loss when:

1. The cost of labor and parts to repair the auto plus the salvage are greater than or equal to the Agreed Value.
2. The entire auto is stolen, not recovered and we offer to settle the loss; or
3. We deem it to be a total loss.

- D. However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$1,500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

E. New Vehicle Replacement

Notwithstanding paragraph A., in the event of a total loss to a "new vehicle," we will pay the greatest of the Agreed Value amount shown on your Declarations or the actual cash value of the stolen or damaged property or the cost to replace the damaged vehicle with:

1. A previously untitled vehicle of the year, make, model and equipment of the damaged vehicle; or, if unavailable,
2. A vehicle that is most similar in class and body type to the year, make, model and equipment of the damaged vehicle.

We have the right to pay the loss in money or to replace the damaged vehicle.

- II. For the purposes of this endorsement, the following definitions are added:

"Agreed value" means the amount that you and we agree is the value of the vehicle including taxes, title and all additional fees and is the amount shown on your Declarations. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

"New vehicle" means a vehicle that has not been previously titled under the motor vehicle laws of any state, has been driven less than 15,000 miles and has been insured for less than 12 months.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE RECREATION ENDORSEMENT

NOTICE

For the Collision and Comprehensive Coverages, the amount shown on your Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the LIMIT OF LIABILITY Provision below.

With respect to the "miscellaneous type vehicles" and coverages described on your Declarations, the provisions of the policy apply unless modified by this endorsement.

I. DEFINITIONS

The **DEFINITIONS** Section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement, the following definitions are added:

"Agreed value" means the amount that you and we agree is the value of the vehicle including taxes, title and all additional fees and is the amount shown on your Declarations. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

"Miscellaneous type vehicle" means a motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart.

- B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any "miscellaneous type vehicle" shown on your Declarations.
2. A "newly acquired auto."
3. Any "trailer."
4. Any "miscellaneous type vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (4.) does not apply to **COVERAGE FOR DAMAGE TO YOUR AUTO**.

- C. Paragraph 1. of the definition of "Newly acquired auto" is replaced with the following:

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto;
 - b. A pickup or van for which no other insurance policy provides coverage that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For incidental farming or ranching; or
 - c. Any "miscellaneous type vehicle" of the same type shown on your Declarations.

II. PART A – LIABILITY COVERAGE

PART A – LIABILITY COVERAGE is amended as follows:

- A. The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of "your covered auto."
 2. Any person using "your covered auto."
 3. For "your covered auto," any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this **PART A – LIABILITY COVERAGE**.
- B. The **EXCLUSIONS** Section is amended as follows:
1. Exclusion **B.1.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle which:

 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

This Exclusion **(B.1.)** does not apply:

 - a. While such vehicle is being used by an "insured" in a medical emergency;
 - b. To any "trailer"; or
 - c. To a vehicle insured for Liability Coverage under this endorsement.
 2. The following exclusion applies under **PART A – LIABILITY COVERAGE** to any vehicle for which your Declarations indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any "insured" for "bodily injury" to any person while "occupying" the described "miscellaneous type vehicle."

III. PART B – MEDICAL PAYMENTS COVERAGE

Exclusion **1.** of **PART B – MEDICAL PAYMENTS COVERAGE** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any motorized vehicle having fewer than four wheels. However, this Exclusion **(1.)** does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

IV. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

A. The following is added to the Insuring Agreement:

We will pay for direct and accidental loss to facilities or equipment designed to be used with a "your covered auto" shown on your Declarations which is a motor home, while such facilities or equipment is in or attached to the motor home. Facilities or equipment include but are not limited to:

1. Cooking, dining, plumbing, or refrigeration facilities;
2. Awnings or cabanas; or
3. Any other facilities or equipment designed to be used with a motor home.

B. The following is added to the definition of "non-owned auto":

"Non-owned auto" also means any "miscellaneous type vehicle" you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. Loss; or
5. Destruction.

"Non-owned auto" also means any "miscellaneous type vehicle" rented to you or a "family member" for up to 30 days.

C. The **EXCLUSIONS** Section is amended as follows:

1. Exclusion **7.** does not apply to:
 - a. Any "miscellaneous type vehicle," shown on your Declarations, which is a motor home; and

- b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.
 - 2. Exclusion **13.** is replaced by the following:
 - 13.** Loss to any "miscellaneous type vehicle" that is rented or leased for more than 30 days.
 - 3. The following exclusion is added:

We will not pay for loss to:

 - a. Clothing or luggage;
 - b. Business or office equipment; or
 - c. Articles which are sales samples or used in exhibitions.
 - 4. The coverage provided by this endorsement does not apply to furnishings or equipment that are excluded for coverage under Exclusions **4., 9. or 10.** of **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.**
- D. With respect to the Coverage(s) shown as applicable to a "miscellaneous type vehicle" described on your Declarations, the **LIMIT OF LIABILITY** Section is replaced by the following:

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - 1. Amount necessary to repair or replace the property with other property of like kind and quality; or
 - 2. "Agreed Value."
- B. Any applicable deductible shown on your Declarations will reduce our payment for a loss.
- C. In the event of a Total Loss, to a motor home or motorcycle or other similar type vehicle, we will apply the valuation method shown for the vehicle type on your Declarations and:
 - 1. If "Agreed Value" is indicated on your Declarations page, our limit of liability will not exceed the "agreed value"; or
 - 2. If Actual Cash Value is indicated on your Declarations page, our limit of liability will not exceed the actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

- D. Our limit of liability for any total loss to an all-terrain vehicle, dune buggy or golf cart will be the "agreed value."
- E. No deductible will apply to a total loss; however, we will reduce our payment by any amount paid for a previous loss to the property if the damage was not repaired.

A vehicle will be considered a total loss when:

- 1. The cost of labor and parts to repair the auto plus the salvage are greater than or equal to the "agreed value."
 - 2. The entire auto is stolen, not recovered and we offer to settle the loss; or
 - 3. We deem it to be a total loss.
- F. However, the most we will pay for a loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE RIDESHARE ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement. If a specific premium charge for Ridesharing Coverage is shown on your Declarations as applicable to a "your covered auto," it is agreed that the policy is amended as follows, with respect to that specific auto only:

I. PART A – LIABILITY COVERAGE

INSURING AGREEMENT

The definition of "insured" is revised as follows:

B.3. and **B.4.** are deleted and replaced by the following:

3. For "your covered auto," any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part. This provision (**B.3.**) does not apply to the coverage provided under this Ridesharing Coverage Endorsement.
4. For any auto or "trailer," other than "your covered auto," any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (**B.4.**) applies only if the person or organization does not own or hire the auto or "trailer." This provision (**B.4.**) does not apply to the coverage provided under this Ridesharing Coverage Endorsement.

EXCLUSIONS

The **EXCLUSIONS** are amended as follows:

The following is added to Exclusion (**A.5.**):

This Exclusion (**A.5.**) does not apply to an "insured's" liability for the ownership or operation of a vehicle shown on your Declarations as having a premium charge for Ridesharing Coverage during any period of time that the driver is logged into a "transportation network platform" as a driver if:

- a. The driver has not accepted a request for transportation through a "transportation network platform"; and
- b. No passenger is "occupying" the vehicle for a charge.

II. PART B – MEDICAL PAYMENTS COVERAGE

A. The following is added to Exclusion 2.:

This exclusion (**2.**) does not apply to "bodily injury" sustained while "occupying" or struck by a vehicle shown on your Declarations as having a premium charge for Ridesharing Coverage during any period of time that the "insured" is logged into a "transportation network platform," if:

- a. The driver has not accepted a request for a ride through the "transportation network platform"; and
- b. No passenger is "occupying" the vehicle for a charge.

B. The following is added to Exclusion 15.:

This exclusion (**15.**) does not apply to "bodily injury" sustained while "occupying" or struck by any vehicle during any period of time that the "insured" is logged into a "transportation network platform," if

- a. The driver has not accepted a request for a ride through the "transportation network platform"; and
- b. No passenger is "occupying" the vehicle for a charge.

III. PART C – UNINSURED MOTORISTS COVERAGE

The following is added to Exclusion **B.2.**:

This exclusion (**B.2.**) does not apply to "bodily injury" sustained while "occupying" or struck by a vehicle shown on your Declarations as having a premium charge for Ridesharing Coverage during any period of time that the "insured" is logged into a "transportation network platform," if:

- a. The driver has not accepted a request for a ride through the "transportation network platform"; and
- b. No passenger is "occupying" the vehicle for a charge.

IV. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following is added to Exclusion 1.:

This exclusion (1.) does not apply to loss to a vehicle shown on your Declarations as having a premium charge for Ridesharing Coverage that occurs during any period of time that the “insured” is logged into a “transportation network platform,” if:

- a. The driver has not accepted a request for a ride through the “transportation network platform”; and
- b. No passenger is “occupying” the vehicle for a charge.

V. PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following additional duties apply:

1. You must notify us if you or any “family member” or any person is using “your covered auto” for “ridesharing activity.”
2. Any person or entity seeking any coverage or payment of any benefits in connection with an accident or loss that occurs in connection with “ridesharing activity” must cooperate with us to ensure we are provided with pertinent data regarding the loss, including the precise dates and times:
 - a. The driver logged on and off the “transportation network platform”; and
 - b. A request for a ride was accepted through the “transportation network platform.”

You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for release of the data or records.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROADSIDE ASSISTANCE COVERAGE ENDORSEMENT

This endorsement modifies coverage under the following:

Auto Suite Policy

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

If Roadside Assistance is shown on your Declarations, we will pay the one way, reasonable and necessary cost to tow "your covered auto" or a "non-owned auto" to the nearest repair facility up to 200 miles from where such auto became disabled.

We will also pay for the necessary emergency road service labor costs performed at the place where such auto became disabled. This includes:

- Jump-starts
- Tire change
- Emergency fuel delivery
- Winching
- Up to \$125 for lockout assistance/mobile locksmith services

Coverage applies to each auto for which a premium for Roadside Assistance is shown on your Declarations.

Your deductible does not apply to Roadside Assistance Coverage.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SUITE SNOWMOBILE ENDORSEMENT

NOTICE

For the Collision and Comprehensive Coverages, the amount shown on your Declarations is not necessarily the amount you will receive at the time of loss or damage for the described "snowmobile." PLEASE refer to the Limit Of Liability Provision below.

With respect to the "snowmobiles" and coverages listed on your Declarations, the provisions of the policy apply unless modified by this endorsement.

I. DEFINITIONS

The **DEFINITIONS** section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement, the terms "auto," "motor vehicle" and "vehicle" are replaced by the term "snowmobile" except for Uninsured Motorists Coverage. In Uninsured Motorists Coverage, the term "uninsured motor vehicle" includes a "snowmobile."
- B. The following are added to **DEFINITIONS**:

"Agreed value" means the amount that you and we agree is the value of the vehicle including taxes, title and all additional fees and is the amount shown on your Declarations. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

"Snowmobile" means:

1. A land motor vehicle which is:
 - a. Designed for use mainly off public roads on snow or ice; and
 - b. Propelled solely by means of the following or similar mechanical devices:
 - (1) Wheels;
 - (2) Crawler-type treads; or
 - (3) Belts.
 2. A "trailer" designed for being towed by, but not for transporting, a vehicle described in 1. above.
- However, "snowmobile" does not include any vehicle which is propelled by airplane type propellers or fans.
- C. The term "your covered auto" is replaced by the term "your covered snowmobile." "Your covered snowmobile" means:
 1. Any "snowmobile" shown on your Declarations.
 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - a. Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 30 days after you become the owner.
 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.**

4. Any "snowmobile" you do not own that is rented or leased to you or a "family member" for up to 30 days. This provision (4.) applies only to **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**.

II. PART A – LIABILITY COVERAGE

PART A – LIABILITY COVERAGE is amended as follows with respect to a "snowmobile":

- A. The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of any "snowmobile."
2. Any person using "your covered snowmobile."
3. For "your covered snowmobile," any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this **PART A – LIABILITY COVERAGE**.
4. For any "snowmobile," other than "your covered snowmobile," any person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this **PART A – LIABILITY COVERAGE**. This provision applies only if the person or organization does not own or hire the "snowmobile."

- B. The **EXCLUSIONS** section is amended as follows:

1. Exclusions **A.6.** and **A.7.** are replaced by the following:

We do not provide Liability Coverage for any "insured" maintaining or using a "snowmobile" in any "business."

2. Exclusion **B.1.** does not apply.

3. Exclusion **B.4.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any "snowmobile":

a. Operated in; or

b. While in practice or preparation for;

any racing or speed contest regardless of whether such contest is prearranged or organized.

4. The following exclusion is added to section **B**:

We do not provide Liability Coverage for the ownership, maintenance or use of any "snowmobile" while rented or leased to any "insured" or organization other than you.

5. The following exclusion applies under section **A**. to any "snowmobile" for which your Declarations indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any "insured" for "bodily injury" to any person while "occupying," or while being towed by, the described "snowmobile."

- C. The **OTHER INSURANCE** provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible insurance.

III. PART B – MEDICAL PAYMENTS COVERAGE

PART B – MEDICAL PAYMENTS COVERAGE is amended as follows with respect to a "snowmobile":

- A. The definition of an "insured" is replaced by the following:

"Insured" means:

1. You or any "family member":

a. While "occupying"; or

b. As a pedestrian when struck by;
a "snowmobile."

2. Any other person while "occupying" "your covered snowmobile."

- B. The **EXCLUSIONS** section is amended as follows:

1. Exclusion **1.** does not apply.

2. Exclusion **8.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" a "snowmobile" when it is being used in the "business" of an "insured."

3. Exclusion **11.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any "snowmobile":

a. Operated in; or

b. While in practice or preparation for;

any racing or speed contest regardless of whether such contest is prearranged or organized.

4. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any "snowmobile" while rented or leased to any organization or any "insured" other than you.

C. The **OTHER INSURANCE** provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

IV. PART C – UNINSURED MOTORISTS COVERAGE

PART C – UNINSURED MOTORISTS COVERAGE is amended as follows with respect to a "snowmobile":

A. Except for a "snowmobile," a vehicle operated on rails or crawler-treads is not an "uninsured motor vehicle."

B. The following exclusions are added to section **B.** of the **EXCLUSIONS** section:

We do not provide coverage for "bodily injury" sustained by any "insured," or where afforded "property damage":

1. While "occupying" any "snowmobile" while rented or leased to any organization or any "insured" other than you; or

2. While "occupying" any "snowmobile":

a. Operated in; or

b. While in practice or preparation for;

any racing or speed contest regardless of whether such contest is prearranged or organized.

C. The **OTHER INSURANCE** provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible insurance.

V. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows with respect to a "snowmobile":

A. Exclusion **12.** is replaced by the following:

We will not pay for loss to any "snowmobile":

a. Operated in; or

b. While in practice or preparation for;

any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind, including high performance driver education (HPDE) events.

B. The following exclusion is added to the **EXCLUSIONS** section:

We will not pay for loss to any "snowmobile" while rented or leased to any person or organization other than you or a "family member" for more than 30 days.

C. With respect to the Coverage(s) shown as applicable to a "snowmobile" described on your Declarations, the **LIMIT OF LIABILITY** provision is replaced by the following:

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Amount necessary to repair or replace the property with other property of like kind and quality; or
 2. "Agreed value."
- B. Any applicable deductibles shown on your Declarations will reduce our payment for a loss.
- C. A "snowmobile" will be considered a total loss when:
 1. The cost of labor and parts to repair the "snowmobile" plus the salvage are greater than or equal to the "agreed value."
 2. The entire "snowmobile" is stolen, not recovered and we offer to settle the loss; or
 3. We deem it to be a total loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUSPENSION OF INSURANCE

This endorsement modifies coverage under the following:

Auto Suite Policy

Vehicles:

[auto year] [make] [model] [VIN number]

[auto year] [make] [model] [VIN number]

[auto year] [make] [model] [VIN number]

Except for the maintenance or testing of "your covered auto" on your property, all coverage is suspended as of the effective date of this endorsement for the listed vehicles, except for Comprehensive Coverage.

If coverage is suspended for at least thirty consecutive days, your premium will be reduced and you may be entitled to a refund.

LIABILITY SUITE POLICY

Your Liability Suite Policy - Quick Reference

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INSURING AGREEMENT

This contract together with your Declarations Page and any endorsements complete the policy. Berkley Insurance Company will provide the insurance described in this policy in return for payment of the premium and compliance with all applicable provisions of the policy.

SECTION I - DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "insured" shown on your Declarations;
2. and if the "insured" is an individual, their "spouse" if a resident of the same household. "Spouse" means your marriage partner, domestic partner, or party with whom you have entered into a civil union as recognized under state law.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earliest of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We," "us" and "our" refer to the Company providing this insurance.

In addition, certain words and phrases are defined below. When used throughout the policy the defined words will be in quotation marks.

C. "Aircraft" means any device used or designed for flight. "Aircraft" does not include model or hobby craft not used or designed to carry people or cargo or any "unmanned aircraft" or "drone."

D. "Bodily injury" means physical bodily harm, sickness or disease. This includes required care, loss of services and resulting death.

E. "Business" means:

1. A trade, occupation or profession engaged in on a full-time, part-time or occasional basis;
2. "Ridesharing activities"; or
3. Any other activity engaged in for money or other compensation.

"Business" does not include "incidental business."

F. "Corporate vehicle" means a "private passenger auto" that is owned or leased by a corporation and is furnished for the regular use of any "insured" who is an employee, officer, member or director of that corporation.

G. "Cyber event" means the following:

1. Any threat or attempt, or series of threats or attempts, to gain unauthorized access to a computer or electronic device;
 2. Any threat to transmit or the transmission of malicious code regardless of effect to a computer or electronic device;
 3. "Denial of service attack";
 4. Any unauthorized access into any computer or any electronic device for any reason, including but not limited to access to or use of "protected information" or financial information;
 5. Any demand or series of demands for money or other consideration to restore a computer or electronic device; or
 6. Any action or inaction by an "insured," whether intentional or accidental, in response to a communication received on a computer or electronic device which results in unauthorized use of or access to digital assets, "protected information," financial information, or cryptocurrency.
- H.** "Damages" means monetary compensation to satisfy any "personal injury," "bodily injury" or "property damage" caused by an "occurrence" covered by this policy, whether settled by us or agreed in writing by us, or resolved by judicial review. "Damages" does not include injunctive relief, declaratory relief, restitution, attorney's fees, fines, penalties and punitive or exemplary damages.
- I.** "Denial of service attack" means an event caused by unauthorized interference with or a malicious attack on a computer or electronic device that overwhelms the capacity of any computer or any electronic device by sending excessive volume of data to such computer or electronic device in order to deny, restrict or hinder access to such computer or electronic device.

- J. “Domestic employee” means any individual who works for you or a “family member” in regards to maintenance, care or improvement, in or around your household for more than 10 hours per week.
- K. “Dwelling” means the owned one or two family house, condominium or cooperative unit at each location shown on your Declarations. “Dwelling” also means a three or four family house if a three or four family house is listed on the Declarations of a policy providing “underlying insurance.”
- L. “Family member” means a person related to you by blood, marriage, domestic partnership or civil union recognized under state law, or adoption who is a resident of your household. This includes a ward or foster child.
- M. “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.”
- N. “Incidental business” means “incidental business away from your residence premises,” “incidental business at your residence premises,” and “incidental farming.”
- O. “Incidental business at your residence premises” means the “business” of renting to others the residence shown on your Declarations.
“Incidental business at your residence premises” also means a business activity, other than farming, conducted in whole or in part on your “residence premises” which must:
1. Not yield gross revenues in excess of \$10,000 in any year, except for the business activity of managing your or a “family member’s” personal investments, regardless of where the revenues are produced;
 2. Have no employees subject to any workers’ compensation, unemployment compensation, disability benefits, or other similar laws; and
 3. Conform to federal, state, and local laws.
- If, however, this definition of “incidental business at your residence premises” has been modified in an underlying policy issued to you by us or by a subsidiary or affiliate of the W.R Berkley Corporation such that it differs from that set forth herein, “incidental business at your residence premises” shall have the same meaning as it does in such underlying policy.
- P. “Incidental business away from your residence premises” means a self-employed business activity such as babysitting, lawn care, newspaper delivery and caddying. Any of these activities must:
1. Not yield gross revenues in excess of \$10,000 in any year;
 2. Have no employees subject to any workers’ compensation, unemployment compensation, disability benefits, or other similar laws; and
 3. Conform to federal, state and local laws.
- If, however, this definition of “incidental business away from your residence premises” has been modified in an underlying policy issued to you by us or by a subsidiary or affiliate of the W.R. Berkley Corporation such that it differs from that set forth herein, “incidental business away from your residence premises” shall have the same meaning as it does in such underlying policy.
- Q. “Incidental farming” means a farming activity which meets all of the following requirements:
1. The farming activity is incidental to your use of the “residence premises” as your residence;
 2. The farming activity does not employ others for more than 1,250 hours of farm work during the policy period;
 3. The farming activity does not produce more than \$25,000 in gross annual revenue from agricultural operations; and
 4. If the farming activity involves the raising and caring of animals, then the farming activity:
 - a. Does not produce more than \$25,000 in gross annual revenues;
 - b. Does not involve more than 25 sales transactions during the policy period; and
 - c. Does not involve the sale of more than 50 animals during the policy period.
- If, however, this definition of “incidental farming” has been modified in an underlying policy issued to you by us or by a subsidiary or affiliate company of the W.R. Berkley Corporation such that it differs from that set forth herein, “incidental farming” shall have the same meaning as it does in such underlying policy.
- R. “Insured” means you or a “family member.” “Insured” also includes any individual or other legal entity given permission by you or a “family member” to use a vehicle or “watercraft” covered under this policy with respect to their legal responsibility arising out of its use.
- S. “Miscellaneous vehicle” means any motorized land vehicle, other than a “private passenger auto.” “Miscellaneous vehicle” includes but is not limited to unregistered vehicles and “recreational motor vehicles.”

- T.** "Occupying" means:
1. In;
 2. Upon; or
 3. Getting in, on, out or off.
- U.** "Occurrence" means an accident or offense, including continuous or repeated exposure to substantially the same harmful conditions, which results in "personal injury," "bodily injury" or "property damage" during the policy period.
- V.** "Other structures" means outdoor structures on the grounds of your "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.
- W.** "Personal Injury" means injury or death arising out of one or more of the following:
1. "Bodily Injury";
 2. Unlawful detention, false imprisonment or false arrest;
 3. Shock or emotional distress, mental anguish, or mental injury;
 4. Invasion of privacy;
 5. Defamation, libel or slander;
 6. Malicious prosecution;
 7. Wrongful entry or eviction; or
 8. Assault and battery when committed with the intent of protecting persons.
- X.** "Personal Watercraft" means a vessel which uses an inboard engine powering a water jet pump as its primary source of power, and is designed to be operated by a person sitting, standing or kneeling on it rather than in the confines of a hull.
- Y.** "Private passenger auto" means:
1. A four-wheel vehicle of the private passenger or station wagon type;
 2. A van or pickup truck used solely for:
 - a. Pleasure;
 - b. Driving to and from a primary place of employment;
 - c. Transportation to and from business appointments and/or meetings, including the transportation of salespersons' samples; or
 - d. Incidental hauling of:
 - (1) Equipment, or
 - (2) Merchandise, or
 - (3) Supplies used in commerce.
- Z.** "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- AA.** "Recreational motor vehicle" means a:
1. Motorized land vehicle not owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing;
 2. Motorized land vehicle owned by an "insured" designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing, and which is used solely on your "residence premises";
 3. Toy designed for a child's use that is not subject to motor vehicle registration and is built not to exceed 15 miles per hour on level ground;
 4. Golf cart used as a means of travel about your "residence premises," your "residence premises" community or a golf course for golfing purposes; and
 5. Vehicle used to assist the handicapped and not designed for or required to be registered for use on public roads.
- BB.** "Protected information" means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person's financial accounts or medical record information.
- CC.** "Residence premises" means the "dwelling," "other structures" and grounds at each location shown on your Declarations. "Residence premises" also means any residential unit in a "dwelling," condominium, cooperative or other residential building at each location shown on your Declarations and any structures you own at that location other than a condominium or cooperative unit.
- DD.** "Ridesharing activity" means the use of a vehicle to provide prearranged transportation of persons or property in conjunction with a "transportation network company."

- EE.** "Transportation network company" means a person or entity that provides prearranged transportation services using a "transportation network platform."
- FF.** "Transportation network platform" means an online-enabled application or digital network used to connect people to drivers who use their vehicles for the purpose of providing prearranged transportation and delivery services for compensation.
Examples of a "transportation network platform" include, but are not limited to, Uber and Lyft.
- GG.** "Underlying Insurance" means all liability insurance and other insurance providing coverage for damages that are covered by this policy. "Underlying insurance" does not include this policy or insurance specifically purchased to be excess of this policy.
- HH.** "Unmanned aircraft" or "drone" means an aircraft that is not:
1. Designed;
 2. Manufactured; or
 3. Modified after manufacture
- to be controlled directly by a person from within or on the "aircraft."
- II.** "Watercraft" means a boat or craft principally designed to be propelled on, over or under water. A model boat or hobby craft not used or designed to carry people is not considered a "watercraft."

SECTION II – COVERAGES

A. Excess Liability Coverage

We will pay for "damages" for "personal injury" or "property damage" that an "insured" is legally obligated to pay caused by an "occurrence" to which this coverage applies:

1. In excess of the "underlying insurance," or the Minimum Required Underlying Limits shown on your Declarations, whichever is greater; or
2. From the first dollar where no "underlying insurance" is required under this policy and no "underlying insurance exists."

This coverage applies to an occurrence anywhere in the world, unless stated otherwise, during the policy period.

B. Additional Coverages

These Additional Coverages do not increase the coverage limit shown on your Declarations. All other provisions of the policy apply to the Additional Coverages.

1. Rented or Borrowed Private Passenger Auto

We will pay for "damages" that an "insured" is legally obligated to pay as a result of "personal injury" or "property damage" caused by an "occurrence" arising from an "insured's" use of a rented or borrowed "private passenger auto" provided the "private passenger auto" is furnished or rented to you for no longer than 45 consecutive days.

We will provide this coverage:

- a. In excess of any "underlying insurance"; or
- b. From the first dollar where no underlying insurance exists.

2. Rented or Borrowed Miscellaneous Vehicle

We will pay for "damages" that an "insured" is legally obligated to pay as a result of "personal injury" or "property damage" caused by an "occurrence" arising from an "insured's" use of a rented or, borrowed "miscellaneous vehicle" provided the "miscellaneous vehicle" is furnished or rented to you for no longer than 45 consecutive days.

We will provide this coverage:

- a. In excess of any "underlying insurance"; or
- b. From the first dollar where no underlying insurance exists.

3. Rented, Borrowed or Newly Acquired Watercraft

We will pay for "damages" that an "insured" is legally obligated to pay as a result of "bodily injury" or "property damage" caused by an "occurrence" arising from an "insured's" use of a:

- a. Newly acquired "watercraft," provided you give us notice within 30 days of becoming the owner of a "watercraft" that is 26 feet or more in length or 50 or more horsepower. You will be required to pay the

additional premium from the date of acquisition. We reserve our right to discontinue coverage for the "watercraft" once notified; and

- b. "Watercraft" that is furnished or rented to you for no longer than 30 consecutive days.

We will provide this coverage:

- a. In excess of the "underlying insurance"; or
- b. From the first dollar where no underlying insurance exists.

4. Limited Employers' Liability Coverage

We will pay "damages" which are not compensable under workers' compensation or similar laws an "insured" is legally obligated to pay as a result of "bodily injury" to "domestic employees." We will provide this coverage in excess of any "underlying insurance" or the minimum required underlying limits, whichever is greater.

C. Excess Uninsured/Underinsured Motorists Coverage

If Excess Uninsured/Underinsured Motorists Coverage is shown on your Declarations, we will pay "damages" for "bodily injury" an "insured" is legally entitled to receive from the owner or operator of an uninsured or underinsured "private passenger auto" due to an "occurrence" to which this coverage applies. We will pay "damages" up to the coverage amount shown on your Declarations in excess of the "underlying insurance" or the minimum required underlying limits, whichever is greater. This limit is the most we will pay, regardless of the number of claims, vehicles or people involved in the "occurrence," or vehicles you own.

This coverage only applies to an "occurrence" during the policy period. This coverage will follow form, meaning that this coverage will follow the terms, definitions, conditions and exclusions of the required "underlying insurance." We will cover damages to the extent they are both covered by the required "underlying insurance" and not excluded by this policy. When no "underlying insurance" exists, coverage will be determined as if we had sold the required "underlying insurance."

D. Defense Coverage

1. Defense Coverage and Claims Expenses

- a. We will provide a defense as set forth below at our expense even if the suit is groundless, false or fraudulent. We may investigate and settle or defend, as we consider appropriate, any claim or suit at our discretion, brought against an "insured" for "damages" covered by this policy and where:
 - (1) The "underlying insurance" has been exhausted by payment of claims;
 - (2) No "underlying insurance" is required; or
 - (3) The required "underlying insurance" does not apply.
- b. You may be able to choose from a list of attorneys that we have selected, if available in the jurisdiction that the suit is brought or the claim is made. We reserve the right to provide the defense with counsel of our own choice.
- c. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. Costs of providing a defense, other than settlement payments, are in addition to the limit of liability. We have no duty to defend any suit or settle any claim for "personal injury" or "property damage" not covered under this policy.
- d. We have the right, but not the duty, to defend any "insured" against any suit seeking "damages" for excess liability covered under this policy and also covered by the "underlying insurance"; and
- e. We have the right, but not the duty to participate, at our expense, with the "insured" or insurer of any underlying policy in the investigation, defense or settlement of any claim. We will not contribute to any costs and expenses incurred by the underlying insurer which they are obligated to pay.

In addition, we will pay the following Claims Expenses:

- (1) Expenses we incur and court costs taxed against an "insured" in any suit we defend;
- (2) Reasonable expenses incurred by an "insured" at our request. This includes actual loss of earnings (but not loss of other income), up to a total of \$50,000, for assisting us in the investigation or defense of a claim or suit;
- (3) Premiums on bonds required in a suit we defend. This does not apply to bond amounts more than the amount of coverage shown on your Declarations. We need not apply for or furnish any bond;
- (4) Interest on our share of the judgment. We will pay the interest which accrues after entry of the judgment and before we pay or tender, or deposit in court, our share of the judgment. This only applies to the extent

- the judgment does not exceed the coverage limit that applies; and
- (5) All prejudgment interest awarded against an “insured” that we pay or offer to pay. We will not pay any prejudgment interest for that period of time after we make an offer to pay the amount of coverage.
- In jurisdictions where we are prevented from defending an “insured” for a covered loss, we will pay any expense incurred with our prior written consent for the “insured’s” defense.

2. Expanded Defense

This coverage applies only if we are providing defense coverage for an “insured” for covered “damages.” We will reimburse you up to \$10,000 for reasonable expenses you incur for a law firm of your choice to consult on the defense. This coverage only applies to expenses incurred after the date we begin to provide the defense.

E. Limits of Liability

1. Excess Liability Coverage

The coverage limit shown on your Declarations for excess liability is our maximum limit of liability for all damages, including damages for “personal injury,” including care, loss of services or death, arising out of “bodily injury,” and “property damage” for any one “occurrence.” This limit is the most we will pay regardless of the number of “insureds,” claims made, persons injured, vehicles or “watercraft” involved in the “occurrence.”

2. Excess Uninsured/Underinsured Motorists Coverage

The coverage limit shown on your Declarations for Uninsured/Underinsured motorists is our maximum limit of liability for all damages, including care, loss of services or death, arising out of “bodily injury,” and “property damage” for any one “occurrence.” This limit is the most we will pay regardless of the number of “insureds,” claims made, persons injured or vehicles involved in the “occurrence.”

No one will be entitled to a duplicate payment for the same elements of a loss. This applies to this coverage and any other part of this policy. This includes vehicle no-fault coverage and medical payment coverage.

We will not pay any part of a loss when a person is entitled to payment for the same part of the loss under Workers’ Compensation law or any other similar disability law.

SECTION III – EXCLUSIONS

If any of the following exclusions applies, we do not provide coverage for “damages,” defense costs, or any other cost or expense.

1. Aircraft

We do not cover “personal injury” or “property damage” arising out of the:

- a. Ownership;
- b. Maintenance;
- c. Operation;
- d. Use;
- e. Loading;
- f. Unloading; or
- g. Towing,

of any “aircraft” or of any “unmanned aircraft.” However, this exclusion does not apply to “personal injury” or “property damage” arising out of “unmanned aircraft”:

- a. That weigh less than 11 pounds;
- b. Are used for hobby and recreational purposes only; and
- c. Are operated and, if applicable, registered, in accordance with community-based or Federal Aviation Administration regulation and safety guidelines.

2. Assessments

We do not cover any assessment charged against an insured as a member of an association, corporation or community of property owners.

3. Motorized Land Vehicle-Related Jobs

We do not cover “personal injury” or “property damage” arising out of the ownership, maintenance, or use of a motorized land vehicle by any “insured” while employed or engaged in the “business” of: selling, repairing, servicing,

storing, parking, testing or delivering motorized land vehicles.

We also do not cover any "personal injury" or "property damage" arising out of the ownership, maintenance, or use of a motorized land vehicle by any "insured" while engaged in "incidental business away from your residence premises", "incidental business at your residence premises" or "incidental farming" where the "insured" is selling, repairing, servicing, storing, parking, testing or delivering motorized land vehicles.

4. Business

We do not cover "personal injury" or "property damage" arising out of or in connection with an "insured's" "business" property or "business" pursuits.

However, we do cover:

- a. "Incidental business away from your residence premises";
- b. "Incidental business at your residence premises"; or
- c. "Incidental farming."

unless another exclusion applies.

We do not cover damages or consequences resulting from business or professional care or services performed or not performed.

5. Cannabinoids

We do not cover "personal injury" or "property damage" arising out of or in connection with an "insured's" business property or business pursuits related to the use, sale, manufacturing, growing, delivering, transferring or processing of cannabis or any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, whether natural or synthetic.

6. Communicable Disease

We do not cover:

- a. "Personal injury" or "property damage" resulting from any illness, sickness or disease transmitted intentionally or unintentionally by an "insured" to anyone; or
- b. Any consequence resulting from that illness, sickness or disease; or
- c. Any damages for "personal injury" resulting from the fear of contracting any illness, sickness or disease; or
- d. Any consequence resulting from the fear of contracting any illness, sickness or disease.

7. Contract or Agreement

We do not cover "personal injury" or "property damage" arising from any oral or written contract or agreement entered into by an "insured." However, this exclusion does not apply to any contracts:

- a. That directly relate to the ownership, maintenance, or use of any location shown on your Declarations; or
- b. Where the liability of others is assumed by you prior to an "occurrence,"

unless another exclusion applies.

8. Damage to Insured's Property

We do not cover "property damage" to property owned by an "insured."

9. Director's Errors or Omissions

We do not cover "personal injury" or "property damage" arising out of an "insured's" actions, errors or omissions as a director or officer of any corporation or organization. However, we do cover "personal injury" or "property damage" arising out of an "insured's" activities:

- a. For a homeowners, condominium or cooperative association; or
- b. For non-compensated officers or members of a not for profit corporation or organization;

unless another exclusion applies.

10. Expected or Intended Injury

We do not cover "personal injury" or "property damage" resulting from any criminal, willful, intentional, or malicious act or omission by any "insured" which is intended to result in, or would be expected by a reasonable person to cause "personal injury" or "property damage." This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person than expected or intended. However, we do cover "bodily injury" if the

"insured" acted with reasonable force to protect any person or property unless another exclusion applies.

11. Cyber Event

We do not cover actual or alleged "personal injury" or "property damage" arising out of an actual, alleged, or threatened "cyber event" or fear of a "cyber event" or any consequence thereof.

12. Financial Guarantees

We do not cover "personal injury" or "property damages" arising out of an "insured's" financial guarantee of the financial performance of any "insured," other individual or organization.

13. Fuel Leakage

We do not cover "personal injury" or "property damage" arising from the escape of fuel from a fuel system. A fuel system includes any combination of containers, tanks, pipes, hoses, or pumps used to store or dispense fuel for any purpose.

14. Fungi/Mold

Any actual or alleged damages an "insured" is legally obligated to pay arising out of:

- a. "Fungi";
- b. The fear of "fungi"; or
- c. Any consequences resulting from mold or the fear of "fungi."

15. Insured

We do not cover "personal injury" to you or an "insured" under this policy. This exclusion does not apply to coverage provided under Excess Uninsured/Underinsured Motorists Coverage if a limit for this coverage is shown on your Declarations.

16. Liability for Acts of Others

We do not cover any damages an "insured" is legally obligated to provide arising from:

- a. Any entrustment of property;
- b. The failure to supervise any person or the negligent supervision of any person; or
- c. Any parental liability or ownership liability.

This exclusion applies only to damages arising out of the ownership, maintenance or use of "watercraft" 26 feet or longer or with more than 50 engine rated horsepower unless listed on your Declarations, "aircraft," or hovercraft.

17. Motorized Land Vehicles

We do not cover "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading of:

- a. Any motorized land vehicle other than a "private passenger auto" or "miscellaneous vehicle"; or
- b. Any "private passenger auto" or "miscellaneous vehicle" not covered by any "underlying insurance."

This exclusion does not apply to electric bicycles or to coverage provided under **SECTION II - COVERAGES, Additional Coverages, 1. Rented or Borrowed Private Passenger Autos or 2. Rented or Borrowed Miscellaneous Vehicles.**

18. Motorized Land Vehicle Use

We do not cover "personal injury" or "property damage" arising out of the ownership or operation of a motorized land vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" in a "Ridesharing activity" and when such "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger or property is "occupying" the vehicle. This Exclusion does not apply to a share-the-expense car pool.

This exclusion **18.** does not apply when your Declarations page shows a premium charge for Ridesharing Coverage and the vehicle is being used or operated by you or a "family member" while you or a "family member" are logged onto a "transportation network company platform" but have not accepted a passenger's request for prearranged transportation and is not transporting a passenger or property. Any Ridesharing Coverage provided will apply only on an excess basis. **SECTION II – COVERAGES, paragraph A. 2.** does not apply to Ridesharing Coverage.

19. Nuclear Hazard

We do not cover "personal injury" or "property damage" caused directly or indirectly by nuclear hazard. Nuclear hazard means:

- a. Any nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination,

all whether controlled or uncontrolled or however caused.

20. Personal Watercraft

We do not cover "personal injury" or "property damage" arising out of the operation of any "personal watercraft" from sunset to sunrise, while towing any person, or by any person who does not have a valid motor vehicle drivers license, other than you or a family member age 16 or older.

21. Pollution or Contamination

We do not cover "personal injury" or "property damage" arising directly or indirectly out of any:

- a. Actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of pollutants;
- b. Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove or in any way respond to, or assess the effects of pollutants; or
- c. Claim or suit by or on behalf of a government authority for "damages" because of testing for, monitoring, cleaning up, removing or in any way responding to or assessing the effects of pollutants.

This exclusion does not apply to:

- a. Heat, smoke or fumes from a fire which becomes uncontrollable or breaks out;
- b. Fuels, lubricants, fluids, exhaust gases or similar pollutants which:
 - (1) Are needed for, or result from, the normal functioning of any vehicle covered by "underlying insurance"; and
 - (2) Escape or released directly from a vehicle part. The vehicle part must be designed by its manufacturer to hold, receive, or dispose of such pollutants; or
- c. Pollutants not in or upon any vehicle covered by "underlying insurance" if:
 - (1) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged. This must be as a result of the maintenance or use of any auto covered by "underlying insurance"; and
 - (2) The discharge or escape of the pollutants is caused directly by such upset.

A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

22. Professional Services

We do not cover "personal injury" or "property damage" for any insured's performing or failure to perform professional services, or for professional services for which any insured is legally responsible or licensed.

23. Protected Information and Computer Virus

We do not cover any actual or alleged damages an "insured" is legally obligated to pay arising out of the "insured's" possession of, use of, access to, or intentional or unintentional transmission of the "protected information" of anyone. We also do not cover any damages an "insured" is legally obligated to pay arising out of the intentional or accidental transmission of any virus, malware or other ransomware by an "insured" that attacks, intrudes, disrupts, or infects any computer or any electronic device of anyone.

24. Property in Your Care

We do not cover "property damage" to property in the custody, care or control of, an "insured." This exclusion does not apply to "property damage":

- a. Caused by fire, smoke or explosion; or
- b. To a residence that you rent to live in.

25. Pursuit of Holding of Public Office

We do not cover "personal injury" or "property damage" arising out of an "insured's" pursuit or holding of an elected public office. However, we do cover such damages for you or a "family member" if:

- a. The annual compensation of the office, whether accepted or not, does not exceed \$20,000; and
- b. The hours required to perform the duties of the office do not exceed an annual average of 20 hours of work per week during the policy period,

unless another exclusion applies.

26. Racing

We do not cover any loss arising out of the ownership, maintenance or use by an "insured" of any vehicle for the purpose of:

- a. Competing in,
- b. Participating in; or
- c. Practicing or preparing for,

any prearranged or organized racing, speed contest, rally sporting event, or timed event of any kind, including high performance driver education (HPDE) events.

We also do not cover any loss arising out of the ownership, maintenance or use by an "insured" of any vehicle while on a racetrack, test track or other course of any kind.

This exclusion does not apply to sailing vessels.

27. Excess Uninsured/Underinsured Motorists

We do not cover any claim for excess uninsured/underinsured motorists coverage unless a limit is shown for Excess Uninsured/Underinsured Motorists Coverage on your Declarations.

28. War

We do not cover "personal injury" or "property damage" caused directly or indirectly by war, including any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution or state-sponsored "cyber event";
- b. Warlike acts by military forces or military personnel; or
- c. Destruction, seizure or use of property for a military purpose.

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

29. Watercraft

We do not cover "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or towing of any "watercraft":

- a. That is over 26 feet in length or has more than 50 horsepower and is owned by, furnished or rented to an "insured" for more than 30 days and is not listed on your Declarations;
- b. Not covered by any underlying insurance; provided however, that this paragraph b. does not apply to coverage we provide under **SECTION II – B. Additional Coverages, 3. Rented, Borrowed or Newly Acquired Watercraft**;
- c. Used for any "business" or commercial purpose; or
- d. Used for participation in or practice for competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. (This paragraph d. does not apply to sailing vessels).

30. Watercraft-Related Services

We do not cover any damages arising out of the ownership, maintenance, or use of a "watercraft" by any person who is engaged by or employed by, or is operating a marina, boat repair yard, shipyard, yacht club, boat sales agency, boat service station, or other similar organization.

31. Workers' Compensation or Disability

We do not cover any "damages" or benefits an "insured" is legally obligated to provide under any:

- a. Workers' compensation;
- b. Disability benefits;
- c. Jones Act or General Maritime Law;
- d. Unemployment compensation;

- e. Occupational disease;
- f. Federal Longshoremen's and Harbor Workers' Compensation Act; or
- g. Similar law.

32. Sale of Property

We do not cover "personal injury" or "property damage" arising out of any written or oral statement made by you or others on your behalf which is material to the sale of any property.

33. Discrimination

We do not cover "personal injury" or "property damage" arising out of actual, alleged or threatened discrimination or harassment due to:

- a. Race;
- b. Color;
- c. National origin;
- d. Religion;
- e. Gender;
- f. Marital status;
- g. Age;
- h. Sex;
- i. Creed;
- j. Handicapped status;
- k. Sexual orientation or preference;
- l. Physical or mental condition; or
- m. Any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

34. Molestation, Corporal Punishment or Physical or Mental Abuse

We do not cover "personal injury" or "property damage" arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- a. Molestation, misconduct or harassment;
- b. Bullying, other intimidation or embarrassment;
- c. Corporal punishment; or
- d. Physical or mental abuse.

Further, this exclusion applies to the entirety of all allegations in any claim or suit, if such claim or suit includes an allegation of or reference to any actual, alleged or threatened, molestation, misconduct or harassment, or abuse, even if this insurance would otherwise apply to any part of the allegations in the claim or suit.

35. Wrongful Employment Act

We do not cover "personal injury" arising out of a wrongful employment act.

This exclusion does not apply to Employers Practices Liability Coverage if Employment Practices Liability Coverage is shown on your Declarations.

SECTION IV – REQUIRED UNDERLYING INSURANCE

A. It is a condition of this policy that you and your "family members" maintain primary "underlying insurance" in full effect for the Minimum Required Underlying Limits shown on your Declarations, including covering:

1. You and your "family members" personal liability for "personal injury" or "property damage"; and
2. Liability for "bodily injury" or "property damage" arising from all "private passenger autos" or "miscellaneous vehicles" you or a "family member" own for more than 30 days;
3. Liability for "bodily injury" or "property damage" arising from all "private passenger autos" or "miscellaneous vehicles" you or a "family member" rent, or lease or have furnished, including a furnished "corporate vehicle", for longer than 45 consecutive days;
4. Uninsured/Underinsured Motorists Coverage for "damages" for "bodily injury" an "insured" is legally entitled to receive from the owner or operator of an uninsured or underinsured "private passenger auto" due to an "occurrence" to which this coverage applies"; and
5. Liability for "bodily injury" or "property damage" arising from all "watercraft" you or a "family member" own or

rent, or lease or have furnished for use for longer than 30 days.

- B. If, at the time of an occurrence, the required "underlying insurance" that is applicable to the occurrence is not fully collectible because:
1. You or a "family member" fail to maintain the required "underlying insurance";
 2. You or a "family member" fail to meet your contractual responsibilities under the required "underlying insurance";
 3. The limits, terms or conditions of the required "underlying insurance" have been reduced or restricted for specific exposures; or
 4. The insurer writing the "underlying insurance" is bankrupt, insolvent or in receivership;

then we will pay as though the required "underlying insurance" was in effect for the Minimum Required Underlying Limits shown on your Declarations, and we will not be liable under this policy for more than we would have been liable if the required "underlying insurance" was in effect or fully collectible.

- C. When an "occurrence" involving a vehicle or "watercraft" is covered by this policy and not covered by "underlying insurance" we will proceed as though the "underlying insurance" was sold by us.

SECTION V – DUTIES AFTER A LOSS

- A. In the event of a suit or an "occurrence" likely to involve this policy, the "insured" must notify us in writing as soon as practicable of:
1. The identity of the policy and the "insured";
 2. Information as to the time, place and circumstances of the "occurrence";
 3. The names and addresses of any claimants and witnesses; and
 4. The required "underlying insurance" policy if any exists.
- B. If a claim is made or a suit is brought against an "insured," the "insured" must:
1. Promptly notify us, as soon as practicable, in writing;
 2. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence"; and
 3. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses.
- C. Any voluntarily made payment or assumption of duty or expense by the "insured" will be at the "insured's" own cost. This does not apply to first aid to others at the time of an "occurrence."

SECTION VI – GENERAL PROVISIONS

A. Policy Period and Territory

The policy period is listed on your Declarations. The policy territory is anywhere in the world, unless otherwise limited by this policy.

B. Suit Against Us

1. No legal action may be brought against us:
 - a. Unless there has been full compliance with all the terms of this policy; and
 - b. Until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
2. No person or organization has any right under this policy to join us as a party to any legal action against an "insured."
3. We will not be liable for the "insured's" share of any payment due because of a settlement or judgment for which the "insured" is responsible under any deductible provision.

C. Excess Uninsured/Underinsured Motorists Coverage Arbitration

Either party may demand arbitration in writing if we and an "insured" do not agree:

1. Whether an "insured" is legally entitled to recover "damages"; or

- 2.** As to the amount of "damages" which are recoverable by that "insured"; from the owner or operator of an uninsured or underinsured "private passenger auto." The demand must be in writing.

Both parties must agree to arbitration. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request a selection be made by a judge of a court of the jurisdiction. Each party will pay the expenses it incurs. Each party will equally bear the expenses of the third arbitrator.

Arbitration will take place in the county in which the "insured" lives unless both parties agree otherwise. Local laws as to procedure and evidence will apply. A decision agreed to by two arbitrators will be binding as to:

- 1.** Whether the "insured" is legally entitled to recover "damages"; and
- 2.** The amount of "damages."

The most we will pay is the coverage limit for Excess Uninsured/Underinsured Motorists Coverage shown on your Declarations.

This provision supersedes any arbitration provision in any "underlying insurance" policy.

D. Appeals

If the "insured" or any insurer providing "underlying insurance" does not appeal a judgment which is more than the amount that would require payment by this policy, we may do so. We will pay all costs of the appeal at our own expense. Amounts we pay will be in addition to our limits of liability.

E. Our Right to Recover Payment

- 1.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - a.** Whatever is necessary to enable us to exercise our rights; and
 - b.** Nothing after loss to prejudice them.
- 2.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - a.** Hold in trust for us the proceeds of the recovery; and
 - b.** Reimburse us to the extent of our payment.
- 3.** You may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

F. Assignment

Assignment of this policy will not be valid unless we give our written consent.

G. Conformity to Law

If any part of this policy conflicts with state or local law, this policy is amended to conform to those laws.

H. Conformity to Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

I. Fraud or Misrepresentation

- 1.** This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy at any time, including after an accident or loss, if you:
 - a.** Made incorrect statements or representations to us with regard to any material fact or circumstance;
 - b.** Concealed or misrepresented any material fact or circumstance; or
 - c.** Engaged in fraudulent conduct;at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered.
- 2.** Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:
 - a.** Make incorrect statements or representations to us with regard to any material fact or circumstance;

- b. Conceal or misrepresent any material fact or circumstance; or
 - c. Engage in fraudulent conduct,

in connection with a requested change, we may void the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after an accident or loss.

- 3. When we have not voided or reformed the policy, we may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

J. Changes

- 1. This policy contains all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- 2. You have a duty to report to us all changes including additions and deletions, in policy information. If there is a change to the information used to develop the policy premium, we may adjust your premium in accordance with our manual rules. Changes during the policy term that may result in a premium increase or decrease may include, but is not limited to:
 - a. Additions or deletions of vehicles or "watercraft";
 - b. Additions or deletions of licensed vehicle operators;
 - c. Additions or deletions of "domestic employees";
 - d. Additions or deletions of any residential properties;
 - e. Changes in use or occupancy of any "residence premises";
 - f. Changes in the underlying Limits of liability or changes to the underlying policies; and
 - g. Installation of a pool on your "residence premises."

K. Liberalization Clause

If a change is made which broadens coverage under this edition of our policy without any premium charge, the change will automatically apply to your policy as of the date we made the change in your state. This does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through the introduction of:

- 1. A subsequent edition of your policy; or
- 2. An amendatory endorsement.

L. Bankruptcy

Bankruptcy or insolvency of an "insured" will not relieve us of our duties under this policy.

M. Death of an Insured

In the event of the death of an "insured," this policy will cover the legal representative of the deceased for the remainder of the Policy Period unless cancelled. We will cover the legal representative of the deceased only with respect to personal excess liability of the deceased covered under this policy at the time of death.

N. Other Insurance

This policy is excess over any other valid and collectible insurance, except when the coverage is specifically written to apply in excess of the coverages provided by this policy.

O. Cancellation

1. Cancellation By You

You may cancel this policy by:

- a. Returning it to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

2. Cancellation By Us

We may cancel this policy as stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on your Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel by letting you know at least 30 days before the date cancellation takes effect.

P. Non-Renewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown on your Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Q. Other Termination Provisions

- 1. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 2. 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.

R. Severability of Insurance

This insurance applies separately to each "insured." However, this provision will not increase our limit of liability for any one occurrence or offense.

S. Additional Liability Protection

If you have personal liability insurance or vehicle liability insurance, you are eligible to apply for personal excess liability insurance. The additional insurance applies to you for your house, vehicles and other personal exposures under our Liability Suite Policy. Acceptance is subject to our approval.

When you no longer have at least one of either personal liability insurance or vehicle liability insurance, your eligibility for our Liability Suite Policy will cease as of the renewal effective date. If we have issued a Liability Suite Policy, it will be nonrenewed at the earliest date allowed by law and an appropriate notice of nonrenewal will be issued.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies coverage under the following:

Liability Suite Policy

I. SECTION III – EXCLUSIONS

- A. The **Cannabinoids** exclusion is deleted entirely.
- B. The **Communicable Disease** exclusion is replaced by the following:

Communicable Disease

We do not cover:

- a. “Personal injury” or “property damage” arising out of the actual or alleged transmission of or transferal of or contracting any “communicable disease”;
- b. Any consequence arising out of the actual or alleged transmission of or transferal of or contracting any “communicable disease”;
- c. Any “damages” arising out of the fear of contracting, transmitting or transferring any “communicable disease”; or
- d. Any consequence arising out of the fear of contracting, transmitting or transferring any “communicable disease.”

This also applies whether any insured knew he or she had contracted, transmitted, or transferred the illness, sickness or disease or that the illness, sickness or disease could be transmitted or transferred to another person.

“Communicable disease” includes, but is not limited to, an illness, sickness or disease:

- a. That can be contracted, transmitted or transferred by any means directly or indirectly to a person; and
 - b. Includes, but is not limited to, the following and any variant(s) or strains thereof: Acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV, including but not limited to HIV 1 and HIV-2); human t-cell lymphotropic virus (HTLV, including but not limited to HTLV-I, HTLV-II); any hepatitis virus; severe acute respiratory syndrome (SARS) including but not limited to SARS-CoV-2 (the novel coronavirus that caused coronavirus disease 2019, COVID-19); Middle East Respiratory Syndrome (MERS, including but not limited to MERS –CoV); herpes virus; any venereal disease or sexually transmitted disease, illness or condition; Zika virus, Norovirus; any of the Ebola virus species; Chronic Wasting Disease (CWD); Escherichia coli (E.coli); Influenza (including, but not limited to, all strains and mutations of avian, human or swine flu); Measles, Methicillin-resistant Staphylococcus Aureus (MRSA); Salmonellosis; Legionnaires Disease; Transmissible Spongiform Encephalopathy (TSE) (including, but not limited to, Bovine Spongiform Encephalopathy (BSE, mad cow disease); Creutzfeldt-Jacob disease (nvCJD) including but not limited to New Variant Creutzfeldt-Jakob Disease; Gerstmann-Straussler-Scheinker syndrome (GSS); fatal familial insomnia (FFI); kuru; Tuberculosis, and West Nile Virus.
- C. The **Insured** exclusion is replaced by the following:
- Insured**
- a. We do not cover “personal injury” other than “bodily injury” to you or an “insured” under this policy.
 - b. We do not cover “bodily injury” to you or any “family member.” This exclusion does not apply:
 - (1) To coverage provided under Excess Uninsured/Underinsured Motorists Coverage if a limit for this coverage is shown on your Declarations;
 - (2) To the maintenance or use of a covered “private passenger auto” by any “insured” other than you or a “family member”; or
 - (3) When a third party acquires a right of contribution against you or any “family member.”

D. The **Sexual Molestation, Corporal Punishment or Physical or Mental Abuse** exclusion is replaced by the following:

Molestation, Corporal Punishment or Physical or Mental Abuse

We do not cover “personal injury” or “property damage” arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- a. Molestation, misconduct or harassment;
- b. Bullying, other intimidation or embarrassment;
- c. Corporal punishment; or
- d. Physical or mental abuse.

Further, this exclusion applies to the entirety of all allegations in any claim or suit, if such claim or suit includes an allegation of or reference to any actual, alleged or threatened, molestation, misconduct or harassment, or abuse, even if this insurance would otherwise apply to any part of the allegations in the claim or suit.

However, this exclusion does not apply to “personal injury” or “property damage” arising out of vicarious liability of the “insured.”

II. SECTION VI – GENERAL PROVISIONS

A. The **Excess Uninsured/Underinsured Motorists Coverage Arbitration** condition is replaced by the following:

Excess Uninsured/Underinsured Motorists Coverage Arbitration

1. If we and an “insured” do not agree:

- a. Whether that person is legally entitled to recover “damages” under the Uninsured/Underinsured Motorists Coverage provided in this policy; or
 - b. As to the amount of “damages”;

either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either may request that the arbitration be submitted to the American Arbitration Association.

2. We will bear the expenses of the arbitration except when the “insured’s” recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the “insured” will be responsible up to the amount by which the “insured’s” recovery exceeds the statutory minimum for:

- a. Payment of his or her expenses; and
 - b. An equal share of the third arbitrator’s expenses.

3. Arbitration will take place in the county in which the “insured” lives unless both parties agree otherwise.

If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

- a. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
 - b. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other cases, local rules of law as to procedure and evidence will apply.

4. A decision agreed to by two arbitrators will be binding as to:

- a. Whether the “insured” is legally entitled to recover “damages”; and
 - b. The amount of “damages.” This applies only if the amount does not exceed the lesser of:

- (1) \$75,000 for “bodily injury” to any one person in any one accident. Subject to this limit per person, \$150,000 for “bodily injury” to two or more people in any one accident; or
 - (2) The limits for “bodily injury” shown on your Declarations.

If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators’ decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

This provision supersedes any arbitration provision in any “underlying insurance” policy.

- B. The **Fraud or Misrepresentation** condition is replaced by the following:

Fraud or Misrepresentation

1. This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy or not provide coverage, at any time, including after an accident or loss, but not once the policy has been in effect for one year or one policy period, whichever is less, if the "insured":
 - a. Made false statements;
 - b. Intentionally concealed or misrepresented any material fact or circumstance; or
 - c. Engaged in fraudulent conduct;at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered.
2. Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If an "insured":
 - a. Makes false statements;
 - b. Conceals or misrepresents any material fact or circumstance; or
 - c. Engages in fraudulent conduct;in connection with a requested change, we may deny coverage under the policy. We may do this at any time, including after an accident or loss.
3. We may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

Notwithstanding any limitations in this General Provision, we may also cancel or not renew this policy in accordance with the terms of the **Cancellation** and **Non-renewal** provisions in **SECTION VI – GENERAL PROVISIONS**.

- C. The **Cancellation** condition is replaced by the following:

Cancellation

1. Cancellation by a named insured

A named insured may cancel this policy by:

- a. Returning it to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

2. Cancellation by Us

We may cancel this policy as stated below by letting the named insureds know in writing of the date cancellation takes effect. This cancellation notice, stating the reason for such cancellation, will be mailed to the named insured at the named insured's last mailing address known to us, and we will maintain a certificate of mailing. A copy of the notice will also be sent to the named insured's agent or broker and the last known mortgagee or lienholder at the last mailing address known to us.

- a. 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.
- b. 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 only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The policy was obtained through a material misrepresentation;
 - (3) Any "insured" violated any of the terms or conditions of the policy;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification to the Director of the loss of reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
 - (6) A determination by the Director that the continuation of the policy could place the insurer in violation of the insurance laws of this state.

When the premium has not been paid, we may cancel at any time by letting the named insureds know at least 10 days before the date cancellation takes effect. If we cancel for a reason other than nonpayment of premium, we will let the named insureds know at least 30 days before cancellation takes effect.

- D. The **Non-Renewal** condition is replaced by the following:

Non-Renewal

We may elect not to renew this policy. We may do so by mailing to the named insureds at the last mailing address known to us, written notice at least 30 days before the expiration date of this policy and we will maintain a certificate of mailing. A copy of the notice will also be sent to the named insured's agent or broker and the last known mortgagee or lienholder named in this policy at the last mailing address known to us.

- E. The following is added:

ILLINOIS CONSUMER COMPLAINT NOTIFICATION

Should any complaints arise regarding this insurance, you may contact the following:

Berkley One - Service Specialists
101 Bellevue Parkway, Wilmington, DE 19809
1-855-ONE-8551 (1-855-663-8551)
Fax Number: 855-999-0825

You may also contact the Illinois Department of Insurance at either of the following addresses:

Illinois Department of Insurance
Consumer Division
122 S. Michigan Ave, 19th Floor
Chicago, Illinois 60603
(312) 814-2420

OR

Illinois Department of Insurance
320 West Washington Street
Springfield, Illinois 62767
(217) 782-4515

For Complaints:

<https://mc.insurance.illinois.gov/messagecenter.nsf>
Email: consumer_complaints@ins.state.il.us
Fax to (217) 558-2083
Phone: (877) 527-9431

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY SUITE ADDITIONAL NAMED INSURED

This endorsement modifies coverage under the following:

Liability Suite Policy

All provisions and conditions of the policy apply unless they are changed by this endorsement.

Schedule

Individual(s) Name

The individual(s) shown in the Schedule above is added as an additional named insured to this policy and afforded all rights and obligations of a named insured under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT PRACTICES LIABILITY COVERAGE

This endorsement modifies coverage under the following:

Liability Suite Policy

Solely with respect to the coverage provided by this endorsement, the policy is amended as follows:

I. The following are added to SECTION I – DEFINITIONS:

“Deductible” means the amount you are responsible to pay for any covered loss we pay.

“Employment crisis” means an allegation of, or your discovery of, a “wrongful employment act” committed against your “private staff” that has resulted in or, in your good faith opinion, is reasonably likely to result in, a civil action against you or a “family member.”

“Employment discrimination” means violation of applicable employment discrimination law protecting “private staff” based on his or her race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

“Incidental worker” means a person, such as a babysitter, hired for casual employment by you or a “family member,” working less than fifteen (15) hours per week.

“Leased worker” means a person employed by a firm under an agreement between you and the firm, to perform duties related to the conduct of your or a “family member’s” residential affairs, personal affairs or “incidental business.”

“Private staff” means individual(s) employed by you or a “family member” to perform duties related to your or a “family member’s” residential affairs, personal affairs or “incidental business” and directed by you for remuneration. “Private staff” includes “temporary workers,” including full-time or part-time “leased workers.” Independent contractors and “incidental workers” are not considered “private staff.” Full-time means regularly employed by you thirty (30) hours or more per week, while part-time means regularly employed by you less than thirty (30) hours but more than fifteen (15) hours per week.

“Reputation management firm” means:

1. A professional public relations consulting firm;
2. A professional security consulting firm; or
3. A professional media management consulting firm.

“Sexual harassment” means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:

1. Is linked with a decision affecting an individual's employment;
2. Interferes with an individual's job performance; or
3. Creates an intimidating, hostile or offensive working environment for an individual.

“Temporary worker” means a person who is furnished to you to substitute for a permanent “private staff” member on leave or to meet seasonal or short-term workload conditions.

“Wrongful employment act” means any “wrongful termination” of any “private staff,” “sexual harassment” of “private staff,” or “discrimination” against “private staff,” actually or allegedly committed or attempted by you or a “family member,” while acting in the capacity as an employer.

“Wrongful termination” means:

1. The actual or constructive termination of employment of any “private staff” by you or a “family member” in violation

- of applicable employment law; or
2. Failure to exercise duty and care on the part of you or a “family member” when terminating an employment relationship.
- II. The following are added to SECTION II – B. Additional Coverages:**

Employment Practices Liability

We will pay “damages” that you or a “family member” are legally obligated to pay to compensate “private staff” arising out of a “wrongful employment act” to which this insurance applies. This coverage applies only if:

- a. The number of “private staff” does not exceed five (5) at the inception date of the policy period;
- b. The “wrongful employment act” occurs during the policy period; and
- c. A claim is made and a “suit” is brought for such “wrongful employment act” in the United States of America, its territories or possessions.

This coverage applies only if on the effective date of any policy period, the number of “private staff” does not exceed five (5). However, if after the effective date of any policy period you employ more than five (5) “private staff,” we will cover, through the remainder of the policy period, only those five (5) “private staff” with the longest period of uninterrupted employment in chronological order of hiring at the time of the “wrongful employment act.” This condition does not apply to the employment of a “temporary worker” to substitute for any “private staff” on leave, performing the same duties for the same or fewer number of hours.

All “wrongful employment acts” arising out of continuous, repeated or related “wrongful employment acts” shall be treated as one “wrongful employment act” and shall be deemed to occur at the time of the first “wrongful employment act.”

Employment Crisis Fees and Expenses

We cover the reasonable and necessary fees or expenses that you or a “family member” incur for services provided by a crisis management firm to minimize potential loss as a result of an “employment crisis” arising from a “wrongful employment act.” A crisis management firm means any public relations firm, media management consultant, investigative firm or law firm. This coverage applies only if:

- a. The “employment crisis” arises from a “wrongful employment act” committed during the policy period; and
- b. The “employment crisis” is reported to us as soon as practicable but in no event later than 30 days after you first contact a crisis management firm regarding the “employment crisis.”

The most we will pay is the fees and expenses incurred by you or a “family member” for the crisis management firm until the crisis management firm advises us that the “employment crisis” no longer exists or \$25,000, whichever is less. The most we will pay is \$25,000 regardless of the number of “employment crises” occurring during the policy period. This limit is in addition to the Employment Practices Liability limit stated on your Declarations. This coverage is not subject to a deductible.

Reputational Injury

We cover the reasonable and necessary fees or expenses that you or a “family member” incur for services provided by a “reputation management firm” to minimize potential injury to the reputation of you or a “family member” solely as a result of an “employment crisis” arising from a “wrongful employment act” if:

- a. The “employment crisis” arises from a “wrongful employment act” committed during the policy period;
- b. The “employment crisis” is reported to us as soon as reasonably possible but not later than 30 days after the “employment crisis” begins; and
- c. You obtain approval of the “reputation management firm” from us before incurring any fees or expenses.

The maximum amount of coverage for Reputational Injury available for any one “wrongful employment act” is the amount of coverage for Reputational Injury shown on your Declarations. We will not pay more than this amount in any one “wrongful employment act” regardless of how many claims or people are involved in the “wrongful employment act.”

The maximum annual amount of coverage for Reputational Injury, shown as the Annual Aggregate on your Declarations,

is the most we will pay during the policy period regardless of the number of involved claims, claimants, "private staff" people against whom a claim is made or suit is brought, or "wrongful employment acts." This limit is in addition to the Employment Practices Liability limit stated on your Declarations. This coverage is not subject to a deductible.

III. SECTION II – D. Defense Coverage is replaced by the following:

Defense Coverage

1. We will provide a defense against any suit seeking damages because of a "wrongful employment act" to which this insurance applies. We will have no duty to defend anyone against any suit seeking damages for a "wrongful employment act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful employment act" and settle any claim or suit that may result when:
 - a. The applicable limit of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "wrongful employment act" to which no "underlying insurance" or other insurance applies.
2. When we have the duty to defend we will pay all expenses we incur in addition to the applicable limit of insurance.
 - a. Our duty to defend anyone against any claim or suit arising out of any one "wrongful employment act" or a series of related "wrongful employment acts" ends when the amount we have paid in "damages" for that "wrongful employment act" equals the Employment Practices Liability limits shown on your Declarations.
 - b. Payments under this provision Defense Coverage, except a settlement payment, are in addition to the Employment Practices Liability limits shown on your Declarations.
3. If there is no underlying insurer obligated to do so, we will pay the following for a "wrongful employment act" to which this insurance applies:
 - a. Prejudgment interest awarded against you or a "family member" that we pay or offer to pay and that falls within the applicable Limit of Insurance shown on your Declarations. We will not pay any prejudgment interest for that period of time after we make an offer to pay the amount of coverage.
 - b. All interest which accrues after entry of the judgment and before we pay. This only applies to the extent the judgment does not exceed the coverage limit that applies.
 - c. These payments will not reduce the limit of insurance.

IV. The following is added to SECTION II – E. Limits of Liability:

Employment Practices Liability

1. Limits

a. Aggregate

The maximum annual amount of coverage for Employment Practices Liability is the limit shown as the Aggregate for Employment Practices Liability on your Declarations regardless of the number of claims, claimants, "private staff," people against whom a claim is made or suit is brought, or "wrongful employment acts."

b. Per Wrongful Employment Act

The maximum Per Wrongful Employment Act amount of coverage shown on your Declarations. We will not pay more than this Per Wrongful Employment Act amount regardless of how many claims, claimants, "private staff," or "wrongful employment acts" are involved.

This insurance applies separately to each person against whom a claim is made or suit is brought but we will not pay more than the Aggregate regardless of how many claims, claimants, "private staff" or "wrongful employment acts" are involved.

2. Deductible

A "deductible" applies to Employment Practices Liability. The "deductible" for Employment Practices Liability shown on your Declarations shall be subtracted from the amount of "damages" we pay as a result of any "wrongful employment act" or series of related acts, regardless of how many claims or people are involved.

The limits will not be reduced by the application of the “deductible.” Notice of claim or suit and our right to investigate and negotiate any such claim or suit, apply irrespective of the application of the “deductible.”

V. The following are added to SECTION III – EXCLUSIONS:

Property Damage or Bodily Injury

We do not cover “property damage” or “bodily injury.”

Punitive Damages, Taxes

We do not cover fines, penalties, taxes, punitive, exemplary or multiplied damages, except where required by law.

Uninsurable Losses

We do not cover matters which may be deemed uninsurable according to the law under which the policy is construed.

Breach of an Employment Contract

We do not cover damages you or a “family member” is legally obligated to pay arising out of a “wrongful employment act” by reason of an express, written, or oral agreement of employment.

Nonmonetary Relief

We do not cover losses for, or arising out of, that part of any claim or suit seeking nonmonetary relief including, but not limited to, injunctive relief, declaratory relief, disgorgement, job reinstatement, or other equitable remedies.

Violations of Laws Applicable to Employers

We do not cover losses Arising out of a violation of any of the responsibilities, obligations or duties imposed by the Employment Retirement Income Security Act of 1974, Fair Labor Standards Act (except the Equal Pay Act), the Workers’ Adjustment and Retraining Notification Act, National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, the Immigration Reform & Control Act of 1986, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state, local or foreign statutory or common law.

Social Security Benefits

We do not cover losses arising out of any obligation under the Social Security Act including, but not limited to, any claim for lost or diminished Social Security benefits, including any amendments to that law, or similar federal, state, or local statutory or common law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTITY ENDORSEMENT

This endorsement modifies coverage under the following:

Liability Suite Policy

Schedule

Entity Name and Mailing Address:

[Entity Name]
 [Entity Address Line 1]
 [Entity Address Line 2]
 [City, State Zipcode]

Has interest in:

[Vehicle Details (Year Make Model)]
 [Watercraft Details]
 [Residence – Address Line 1, Address Line 2, City, State Zipcode]

Information required to complete this Schedule, if not shown above, will be shown on your Declarations.

The following provisions apply with respect to the entity named in the Schedule of this endorsement:

I. SECTION I - DEFINITIONS

A. The following is added to the definition of "Insured":

"Insured" also includes:

1. The entity named in the Schedule above if recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction, but only with respect to the legal responsibility for acts or omissions of you or any "family member" while you or any "family member" is using an "auto," "miscellaneous vehicle" or "watercraft" covered under this Policy if the title to that vehicle or watercraft is in the name of the entity named in the Schedule above.

However, with respect to the legal responsibility for any act or omission, the entity is an "insured" only if coverage is provided to that entity by "underlying insurance" with respect to the legal responsibility for such act or omission.

2. The entity shown in the Schedule above if recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction but only with respect to:

- a. The legal responsibility for acts or omissions of you or any "family member" for "personal injury" to which this insurance applies; or
- b. "Bodily injury" or "property damage" arising from the ownership, maintenance or use of the "residence premises" shown in the Schedule above for that entity but only if legal title to such "residence premises" is held by the entity named in the Schedule above.

However, for any "occurrence," the entity is an "insured" only if coverage is provided to that entity by "underlying insurance" for such "occurrence."

II. Section VI – General Provisions

A. The following is added to the Cancellation provision:

If this Policy is canceled, notice will also be mailed to the entity shown in the Schedule above.

B. The following is added to the Nonrenewal provision:

If we elect to nonrenew this Policy, notice will also be mailed to the entity shown in the Schedule above.

C. The following provisions are added:

Entity Documents

We must be provided, as often as we reasonably request, with copies of the entity documents for the entity named in the Schedule above.

Changes and Notification Requirements

We must be notified promptly of any of the following changes related to the entity named in the Schedule that occur during the policy period:

Changes in:

1. The name and mailing address of the entity;
2. The entity type; or
3. The status of the entity.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS UNINSURED/UNDERINSURED MOTORISTS COVERAGE FOR NON-OWNERS OF PRIVATE PASSENGER AUTOS

This endorsement modifies coverage under the following:

Liability Suite Policy

All provisions and conditions of the policy apply unless they are changed by this endorsement.

The following is added to **SECTION II – COVERAGES, Additional Coverages:**

Excess Uninsured/Underinsured Motorists Coverage for Non-owners of Private Passenger Autos

If Excess Uninsured/Underinsured Motorists Coverage is shown on your Declarations, and you do not own a “private passenger auto,” and you or a “family member” rent, lease or have furnished a “private passenger auto” or a “miscellaneous vehicle” for no longer than 45 days, we will pay “damages” for “bodily injury” an “insured” is legally entitled to receive from the owner or operator of an uninsured or underinsured motor vehicle due to an “occurrence” to which this coverage applies.

This coverage only applies to an “occurrence” during the policy period. We will pay “damages” up to the coverage amount shown on your Declarations. This limit is the most we will pay, regardless of the number of claims, vehicles or people involved in the “occurrence.”

For purposes of this coverage under this endorsement, **SECTION IV - REQUIRED UNDERLYING INSURANCE** paragraph A.4. does not apply. The coverage under this endorsement will follow form, meaning that this coverage will follow the terms, definitions, conditions and exclusions of “underlying insurance” as if we had sold the “underlying insurance.” We will cover damages to the extent they are both covered by “underlying insurance” and not excluded by this policy.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Liability Suite RideShare Endorsement

This endorsement modifies coverage under the following:

Liability Suite Policy

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement. If a specific premium charge for the Liability Suite RideShare Endorsement is shown on your Declarations, it is agreed that the policy is amended as follows:

To **SECTION VI – GENERAL PROVISIONS**, the following is added:

Ridesharing Activities Verification Requirements

With respect to any “ridesharing activity” the following additional duties apply:

- A. You must notify us if you or any “family member” or any person is using any insured vehicle for “ridesharing activity.”
- B. Any person or entity seeking any coverage or payment of any benefits in connection with an accident or loss that occurs in connection with “ridesharing activity” must cooperate with us to ensure we are provided with pertinent data regarding the loss, including the precise dates and times:
 1. The driver logged on and off the “transportation network platform”; and
 2. A request for a ride was accepted through the “transportation network platform.”

You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for release of the data or records.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUST ENDORSEMENT

This endorsement modifies coverage under the following:

Liability Suite Policy

Schedule

[Trust Name and Mailing Address:]

[Trust Name]
 [Trust Address Line 1]
 [Trust Address Line 2]
 [City, State Zipcode]

[Trustee Name and Mailing Address:]

[Trustee Name]
 [Trustee Address Line 1]
 [Trustee Address Line 2]
 [City, State Zipcode]

Property held in trust:

[Vehicle Details (Year Make Model)]
 [Watercraft Details]
 [Residence – Address Line 1, Address Line 2, City, State Zipcode]

Information required to complete this Schedule, if not shown above, will be shown on your Declarations.

The following provisions apply with respect to the trust or trustee named in the Schedule of this endorsement:

I. Section I – Definitions

A. The following is added to the definition of “Business”:

“Business” also includes activities performed as a trustee in connection with administering the trust named in the Schedule above.

B. The following is added to the definition of “Insured”:

“Insured” also includes:

1. The trust named in the Schedule above if recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction, but only with respect to the legal responsibility for acts or omissions of you or any “family member” while you or any “family member” is using an “auto,” “miscellaneous vehicle” or “watercraft” covered under this Policy if legal title to that “auto,” “miscellaneous vehicle” or “watercraft” is held in trust with respect to the trust named in the Schedule above.

However, with respect to the legal responsibility for any act or omission, the trust is an “insured” only if coverage is provided to that trust by “underlying insurance” with respect to the legal responsibility for such act or omission.

2. The trustee(s) named in the Schedule above but only with respect to the legal responsibility for acts or omissions of you or any “family member” while you or any “family member” is using an “auto,” “miscellaneous vehicle” or

"watercraft" covered under this Policy if legal title to that "auto," "miscellaneous vehicle" or "watercraft" is held in trust with respect to the trustee named in the Schedule above.

However, with respect to the legal responsibility for any act or omission, the trustee is an "insured" only:

- a. If coverage is provided to that trustee by "underlying insurance" for such act or omission; and
- b. With respect to his or her duties as a trustee.

3. The trust shown in the Schedule above if recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction but only with respect to:

- a. The legal responsibility for acts or omissions of you or any "family member" for "personal injury" to which this insurance applies; or
- b. "Bodily injury" or "property damage" arising from the ownership, maintenance or use of the "residence premises" shown in the Schedule for that trust, but only if legal title to such "residence premises" is held in trust with respect to the trust named in the Schedule above.

However, for any "occurrence," the trust is an "insured" only if coverage is provided to that trust by "underlying insurance" for such "occurrence."

4. The trustee(s) named in the Schedule above, but only with respect to:

- a. The legal responsibility for acts or omissions of you or any "family member" for "personal injury" to which this insurance applies; or
- b. "Bodily injury" or "property damage" arising from the ownership, maintenance or use of the "residence premises" shown in the Schedule above for that trust, but only if legal title to such "residence premises" is held in trust with respect to the trustee named in the Schedule.

However, for any "occurrence," the trustee is an "insured" only:

- a. If coverage is provided to that trustee by "underlying insurance" for such "occurrence"; and
- b. With respect to his or her duties as a trustee.

II. Section VI – General Provisions

A. The following is added to the Cancellation provision:

If this Policy is canceled, notice will also be mailed to the trustee(s) shown in the Schedule above.

B. The following is added to the Nonrenewal provision:

If we elect to nonrenew this Policy, notice will also be mailed to the trustee(s) shown in the Schedule above.

C. The following provisions are added:

Trust Documents

We must be provided, as often as we reasonably request, with copies of the trust documents for the trust named in the Schedule.

Changes and Notification Requirements

We must be notified promptly of any of the following changes related to the trust named in the Schedule that occur during the policy period:

1. Changes in:
 - a. The name and address of the trust;
 - b. The trustee(s) of the trust, including the addition or removal of a trustee; or
 - c. The mailing address of any trustee of the trust.
2. Termination of the trust.
3. Death or disability of a trustee.
4. The grantor (or settlor) of the trust discontinues residing at the "residence premises" shown on your Declarations that is held in trust with respect to the Trust named in the Schedule above.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUST OR ENTITY AS NAMED INSURED ENDORSEMENT

This endorsement modifies coverage under the following:

Liability Suite Policy

The following applies only to a named insured shown on your Declarations that is other than an individual.

SECTION II – COVERAGES, Excess Liability Coverage, is deleted and replaced with the following:

We will pay for “damages” for “personal injury” or “property damage” that an “insured” is legally obligated to pay caused by an “occurrence” to which this coverage applies arising out of:

1. The ownership, maintenance or use of the “residence premises” shown on your Declarations;
2. “Incidental business”; or
3. The ownership, maintenance or use of other property for which coverage is afforded under this policy:

in excess of the “underlying insurance,” or the Minimum Required Underlying Limits shown on your Declarations, whichever is greater; or

from the first dollar where coverage provided by required “underlying insurance” does not apply or “underlying insurance” is not required.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED/UNDERINSURED LIABILITY COVERAGE

This endorsement modifies coverage under the following:

Liability Suite Policy

All provisions and conditions of the policy apply unless they are altered by this endorsement.

- I. For the purposes of the coverage provided under this endorsement, **SECTION I - DEFINITIONS** is amended as follows:
 - A. The definition of "Damages" is deleted and replaced by the following:
 "Damages" means the monetary amount that your or a "family member" is legally entitled to recover from an "uninsured or underinsured negligent person" in order to resolve a claim or suit. The amount of "damages" is determined either by final judgment or settlement with our written consent.
 - B. The definition of "Occurrence" is deleted and replaced by the following:
 "Occurrence" means an accident or offense, including continuous or repeated exposure to substantially the same harmful conditions, which results in "bodily injury" to you or a "family member" during the policy period.
 - C. The following definition is added:
 "Uninsured or Underinsured Negligent Person" means a natural person identifiable by legal name and status who is found to be legally liable for "bodily injury" sustained by an "insured" and caused by an "occurrence" and either has:
 - 1. No "bodily injury" liability bond or insurance policy at the time of the "occurrence"; or
 - 2. A "bodily injury" liability bond or insurance policy at the time of the "occurrence," but it is not enough to pay the full amount of "damages."
 "Uninsured or Underinsured Negligent Person" does not mean you, a "family member," or any individual or other legal entity given permission by you or a "family member" to use a vehicle or "watercraft" covered under this policy.
- II. The following coverage is added to **SECTION II – COVERAGES:**
Uninsured/Underinsured Liability Coverage
 This coverage is only in effect if a coverage limit is shown for Uninsured/Underinsured Liability Coverage on your Declarations.
 We will pay "damages" for "bodily injury" you or a "family member" is legally entitled to recover from an "uninsured or underinsured negligent person." We will only pay those "damages" in excess of the total of any and all other collectible insurance due to an "occurrence" subject to the terms, conditions, and exclusions of this Policy. There is no required underlying insurance for this coverage.
 This coverage only applies for an "occurrence" during the policy period.
- III. The following is added to **SECTION II – COVERAGES, E. Limits of Liability:**
3. Uninsured/Underinsured Liability Coverage
 The most we will pay for all "damages" resulting from one "occurrence" is the coverage limit for Uninsured/Underinsured Liability Coverage shown on your Policy Declarations. This limit is the most we will pay regardless of the number of "uninsured or underinsured negligent persons," claims made, persons injured, locations insured or "watercraft" involved in an "occurrence."
 No one will be entitled to a duplicate payment under this endorsement for the same elements of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This applies to this coverage and any other part of this policy.

IV. SECTION III – EXCLUSIONS is amended as follows for the purposes of the coverage provided under this endorsement:

A. All exclusions under **SECTION III – EXCLUSIONS** apply to this Uninsured/Underinsured Liability Coverage Endorsement, unless stated otherwise in this endorsement. Where used in an exclusion, “insured” includes an “uninsured or underinsured negligent person.”

B. The **Insured** Exclusion does not apply to the coverage provided under this endorsement.

C. The **Motorized Land Vehicles** Exclusion is deleted and replaced by the following:

Motorized Land Vehicles

We do not cover “damages” for “bodily injury” arising out of an “occurrence” involving a “private passenger auto” or “miscellaneous vehicle.”

D. The **Excess Uninsured/Underinsured Motorists Coverage** Exclusion is deleted and replaced with the following:

Excess Uninsured/Underinsured Motorists Coverage

We do not cover “damages” for any claim for uninsured/underinsured motorist’s coverage or no fault benefits.

E. The **Watercraft** Exclusion is deleted and replaced by the following:

Watercraft

We do not cover “damages” for “bodily injury” arising out of an “occurrence” involving a “watercraft” if such “watercraft” is owned by, or available or furnished for the regular use of an “insured,” or a “business.”

F. The following exclusions are added to this Section:

1. Fines, Penalties, Taxes, Punitive or Exemplary Damages

We do not cover any fines, penalties, taxes, punitive or exemplary damages, or any non-monetary relief, including but not limited to injunctive relief, declaratory relief or other equitable remedies.

2. Course of Employment

We do not cover “damages” for “bodily injury” arising out of an “occurrence” that is the result of an “uninsured or underinsured negligent person” acting in the course of his or her employment or business.

V. For the purposes of the coverage provided under this endorsement, the following is added to SECTION V – DUTIES AFTER A LOSS:

A. In the event of a suit or an “occurrence” likely to involve this policy, you or a “family member” must notify us in writing as soon as practicable of:

1. The identity of the “uninsured or underinsured negligent person;”
2. Information as to the time, place, and circumstances of the “occurrence”; and
3. The names and addresses of any witnesses.

B. If you make a claim or bring a suit against an “uninsured or underinsured negligent person,” you must:

1. Notify us, as soon as practicable, in writing;
2. Promptly forward to us every notice, demand, summons or other process relating to the “occurrence”;
3. Keep us apprised of settlement negotiations; and
4. At our request, help us secure and give evidence and obtain the attendance of witnesses.

VI. The following is added to SECTION VI – GENERAL PROVISIONS:

Uninsured/Underinsured Liability Coverage Arbitration

Either party may demand arbitration if we and an “insured” do not agree;

1. Whether an “insured” is legally entitled to recover “damages”; or
2. As to the amount of “damages” which are recoverable by that “insured”;

from the “uninsured or underinsured negligent person.” The demand must be in writing.

Both parties must agree to arbitration. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request a selection be made by a judge of a court of the jurisdiction. Each party will pay the expenses it incurs. Each party will equally bear the expenses of the third arbitrator.

Arbitration will take place in the county in which the “insured” lives unless both parties agree otherwise. Local laws as to

procedure and evidence will apply. A decision agreed to by two arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of "damages."

The most we will pay is the coverage limit for Uninsured/Underinsured Liability Coverage shown on your Declarations.

If there is applicable "underlying insurance" for this coverage, this provision supersedes any arbitration provision in any "underlying insurance" policy.

COLLECTIBLE SUITE POLICY

Your Collectible Suite Policy - Quick Reference

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INSURING AGREEMENT

This contract together with your Declarations Page and any endorsements complete the policy. Berkley Insurance Company will provide the insurance described in this policy in return for payment of the premium and compliance with all applicable provisions of the policy.

SECTION I – DEFINITIONS

In this policy, "you" and "your" refer to the insured shown on your Declarations and if the insured is an individual, their spouse if a resident of the same household. "Spouse" means your marriage partner, domestic partner, or party with whom you have entered into a civil union as recognized under state law. "We," "us" and "our" refer to the Company providing this insurance.

In addition, certain words and phrases are defined below. When used throughout the policy the defined words will be in quotation marks.

- A.** "Blanket property" means articles of tangible personal property other than "scheduled" property that belong to a valuable articles class insured under this policy and for which a blanket coverage amount and a single article limit is shown on your Declarations.
- B.** "Communicable disease" means any infectious, contagious or transmissible disease, illness, sickness or virus that can be contracted, transmitted or transferred directly or indirectly by any means.
- C.** "Cyber event" means the following fraudulent or malicious acts:
 - 1. Any threat or attempt, or series of threats or attempts, to gain unauthorized access to a computer or electronic device;
 - 2. Any threat to transmit or the transmission of malicious code regardless of effect to a computer or electronic device;
 - 3. "Denial of service attack";
 - 4. Any unauthorized access into any computer or any electronic device for any reason, including but not limited to access to or use of "protected information" or financial information;
 - 5. Any demand or series of demands for money or other consideration to restore a computer or electronic device; or
 - 6. Any action or inaction by an insured, whether intentional or accidental, in response to a communication received on a computer or electronic device which results in unauthorized use of or access to digital assets, "protected information," financial information, or cryptocurrency.
- D.** "Deductible" means the amount you are responsible to pay for any covered loss we pay.
- E.** "Denial of service attack" means an event caused by unauthorized interference or a malicious attack on a computer or electronic device that overwhelms the capacity of any computer or any electronic device by sending excessive volume of data to such computer or electronic device in order to deny, restrict or hinder access to such computer or electronic device.
- F.** "Diminution in value" means the difference between the "market value" of an article or articles immediately before a covered loss and the "market value" of the article or articles after restoration.
- G.** "Family member" means a person related to you by blood, marriage, domestic partnership or civil union recognized under state law, or adoption who is a resident of your household. This includes a ward or foster child.
- H.** "Limited In-Vault" means:
 - 1. shown on your Declarations as Limited In-Vault;
 - 2. not permitted to be removed from a bank vault more than four times during the policy period;
 - 3. when removed from a bank vault, not permitted to be out of a bank vault for longer than 14 days; and
 - 4. needing written approval from us prior to any removal from a bank vault.

- I. "Market value" means the dollar amount for which an article could reasonably be replaced by an article of like kind and quality in a reasonable period of time.
- J. "Occurrence" means accidental physical loss or damage to covered property that first occurs during the policy period and is caused by one or more causes of loss we cover.
- K. "Protected information" means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person's financial account or medical record information.
- L. "Scheduled" means tangible personal property belonging to a valuable articles class insured under this policy, and separately described and insured for a specific coverage limit shown on your Declarations.

SECTION II – VALUABLE ARTICLES CLASSES

- A. Jewelry. Articles of personal adornment composed all or in part of silver, gold, platinum or other precious metals or alloys, that may include pearls, jewels, or precious or semi-precious stones.
- B. Furs. Garments made of, trimmed with, or consisting principally of fur.
- C. Fine Art. Paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, porcelains, and rare glass) of rarity, historical value or artistic merit.
- D. Silverware. Gold, pewter, or sterling silver: tableware, plated ware, trophies, trays, and similar household articles other than flasks, smoking instruments or jewelry.
- E. Stamps. Includes due, envelope, official, revenue, match and medicine stamps. This also includes covers, locals, reprints, essays, proof and other philatelic property as well as books, pages and mountings.
- F. Coins. Includes medals, paper money, bank notes, tokens of money and other numismatic property. This also includes coin albums, containers, frames, cards and display cabinets in use with such collections.
- G. Musical Instruments. Musical instruments and related articles of equipment.
- H. Cameras. Cameras, projection machines, film and related articles of equipment.
- I. Collectibles. Private collections of rare, historic or unusual items including memorabilia.
- J. Wine and other collectible spirits.
- K. Guns. Guns and related articles of equipment. We do not cover ammunition.
- L. Miscellaneous.

SECTION III – COVERAGE FOR YOUR VALUABLE ARTICLES

A. Property Covered

We insure against all risks of sudden and accidental direct physical loss or damage to "scheduled" articles or "blanket property" anywhere in the world unless stated otherwise or an exclusion applies.

B. Deductible

No deductible applies unless one is shown on your Declarations page or in an endorsement attached to this policy. When a deductible applies, we will pay only that part of the loss over the deductible stated.

C. Additional Coverages

The coverages shown below are in addition to the coverage amount(s) shown on your Declarations unless otherwise indicated.

1. Newly Acquired Articles and Property in Care, Custody and Control

We will cover articles that are newly acquired, newly consigned or newly entrusted to you during the policy period for up to 25% of the total coverage limit shown on your Declarations for the class of "scheduled" articles to which the property belongs.

For coverage to apply:

- a. The newly acquired articles must be a class of articles for which a "scheduled" articles coverage limit is shown on your Declarations;
- b. You must request coverage for the articles within 90 days of acquisition or possession; and
- c. You must pay the additional premium from the date of acquisition or possession.

We reserve the right to refuse to insure the articles after the 90th day.

This Additional Coverage does not apply to:

- a. Property covered on a "blanket property" basis;
- b. Fine Art on loan from a gallery or dealer for approval; or
- c. Any articles under the Miscellaneous class of articles shown on your Declarations page.

2. Fine Arts and Collectibles Conservation Coverage

For loss to covered "scheduled" Collectibles and "scheduled" Fine Art that is due to repair, restoration or retouching, we will pay up to the following amounts per "occurrence":

- a. \$10,000; or
- b. \$50,000, if such amount is pre-approved. "Pre-approved" means that you have notified us in advance of the article or articles to be repaired as well as the conservator or other qualified professional who will do the work and we have agreed in writing to provide the coverage for those articles for work done by the conservator or other qualified professional you have identified.

This coverage does not increase the coverage amount for the covered articles.

3. Fine Art Rightful Ownership Expense Coverage

For a claim arising out of a dispute involving rightful ownership of any "scheduled" Fine Art or Fine Art insured as "blanket property" under this policy:

- a. We will pay up to \$10,000 in any one policy period for expenses that are reasonably and necessarily incurred by you to research, investigate and establish rightful ownership, including investigation of provenance and evaluation through art registers for stolen art or similar compilations.
- b. We will pay up to \$100,000 in any one policy period for reasonable costs to defend claims. This is the most we will pay for all claims made during the policy period disputing rightful ownership regardless of the number of claims or the number of articles of Fine Art.

For this coverage to apply, you must have taken reasonable steps to establish the seller's proper ownership and right to sell the covered property prior to purchase by you. This must include checks of all artwork worth \$50,000 or more with the Art Loss Register or a similar service.

This coverage does not apply if:

- a. The disputed ownership rights were known or could have been discovered by making reasonable and proper inquiry before taking ownership of the artwork or prior to the policy period;
- b. The ownership dispute arose out of a debt incurred by you or a "family member";
- c. The ownership dispute arises out of bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties;
- d. The ownership dispute is brought by a "family member," current or prior spouse, or a domestic partner; or
- e. The ownership dispute involves a contested testamentary disposition.

4. Fine Art Forgery Research Expense Coverage

We will pay up to \$10,000 in any one policy period for expenses that are reasonably and necessarily incurred by you to determine that "scheduled" Fine Art, or Fine Art insured as "blanket property" under this policy, is what it was represented to be by the seller at the time of purchase by you. This includes investigation of provenance

and evaluation of the work by a connoisseur or expert on the artist and scientific testing.

For this coverage to apply, you must have taken reasonable steps to establish that the artwork offered for sale is what it was represented to be by the seller at the time of purchase by you.

This coverage does not apply if:

- a. The attribution of the alleged forgery or fake is a matter of scholarly debate rather than an alleged misrepresentation of authenticity;
- b. The alleged forgery or fake was known or could have been discovered by making reasonable and proper inquiry before taking ownership of the artwork or prior to the policy period; or
- c. You both become aware that the Fine Art may be a fake or a forgery and request this coverage.

5. Fine Art On Loan For Approval from a Gallery

We cover Fine Art on loan from a gallery or dealer for approval for up to seven days and up to 25% of the total coverage limit shown on your Declarations for "scheduled" Fine Art, but not more than \$1,000,000. This is the most we will pay regardless of the number of Fine Art articles on loan involved in the "occurrence" or the number of policies providing you with coverage for Fine Arts issued by a subsidiary or affiliate of the W. R. Berkley Corporation. The most we will pay is the repair cost, the "market value" or the lowest agreed selling price, whichever is least. This coverage is excess of any other insurance that may apply. We will not pay for "diminution in value."

6. Commissioned Works in Progress

If a work of art by an artist that is commissioned by you is damaged or destroyed by a covered loss prior to completion or the work cannot be completed due to the artist's death, we will pay up to \$100,000 for costs you incurred for the materials or supplies for the artist and the contracted costs for labor, but not more than the amount of non-recoverable deposits or the full commission price if prepaid and non-recoverable. This Additional Coverage only applies if the work of art would be part of a class for which a "blanket property" coverage amount or a "scheduled" property coverage amount is shown on your Declarations.

7. Reward Coverage - Stolen Property

If an article covered under this policy is stolen, we will pay a reward of up to 10% of the covered loss or \$25,000 whichever is less, per "occurrence" to any person, other than you, who provides a law enforcement agency information that:

- a. Leads to the conviction of any person who has stolen the article; or
- b. Results in the return of the undamaged stolen article.

The coverage amount will not be increased regardless of how many persons provide information or how many persons are convicted of the theft.

No reward will be paid to any person involved in any way in the theft of covered articles.

8. Valuable Articles Reference Library

We provide up to \$50,000 in any one policy term for covered losses to your valuable articles reference library, including books, catalogues, electronic media and other disc or storage devices that pertain to covered articles under this policy. Loss will be settled on an actual cash value basis.

9. Fine Arts Valuation Enhancement

For a covered loss to "scheduled" Fine Art, if the artist who created the article has passed away within 12 months prior to the loss, we will pay the "market value," or up to 200% of the coverage amount shown on your Declarations, whichever is less, if you are able to prove the "market value" increased through an independent professional valuation at the time of any loss or damage. However, when multiple items are "scheduled," we will not pay more than the total amount of coverage for the class of "scheduled" articles shown on your Declarations.

SECTION IV – LOSS SETTLEMENT

A. Scheduled Property

1. Total Loss

For a covered loss to “scheduled” property that is totally destroyed or lost, we will pay the greater of:

- a. The coverage amount for the “scheduled” article shown on your Declarations; or
- b. The “market value” of the “scheduled” article.

2. Partial Loss

For a covered partial loss to “scheduled” property, we will pay the lesser of:

- a. The cost to restore the “scheduled” article to its condition just before the loss and any “diminution in value”; or
- b. The “market value” of the “scheduled” article.

The most we will pay for any one “scheduled” article is 150% of the coverage amount shown on your Declarations, but not more than the total coverage amount shown on your Declarations for the class of “scheduled” articles to which the “scheduled” article belongs. We reserve the right to declare any loss a total loss.

B. Blanket Property

For a covered loss to an article covered under “blanket property” we will pay the least of:

1. The cost to restore the article to its condition just before the loss and any “diminution in value”;
2. The “market value” of the article; or
3. The single article limit for that class of “blanket property” shown on your Declarations.

C. Pair or Set

For a covered loss to an article that is part of a pair or set, you may choose to:

1. Restore the article to its condition immediately prior to the loss. We will pay the cost to replace or restore any part of the article to its condition just before the loss and any “diminution in value” of the pair or set;
2. Receive the “diminution in value” of the pair or set; or
3. Surrender the undamaged articles of the pair or set to us, in which case we will pay you the “market value” of the pair or set immediately prior to the loss.

The most we will pay for any one loss to an article that is part of a “scheduled” pair or set is 150% of the covered amount shown on your Declarations, but not more than the total coverage limit shown on your Declarations for the class of “scheduled” articles to which the “scheduled” pair or set belongs. The most we will pay for any one loss to an article that is part of a pair or set insured as “blanket property” is the single article limit for that class of “blanket property” shown on your Declarations.

SECTION V – VALUABLE ARTICLES EXCLUSIONS

A. The following exclusions apply to this policy for all covered valuable articles classes:

1. Bank Vaulted Jewelry In Vault

We do not cover any loss to “scheduled” jewelry articles that are out of a bank vault when your Declarations reflect that coverage for that item is In-Vault.

2. Bank Vaulted Jewelry Limited In-Vault.

We do not cover any loss to “scheduled” jewelry articles that are out of a bank vault when your Declarations reflect that coverage is “Limited In-Vault,” unless we receive notice in advance of the removal and agree to the removal in writing.

3. Intentional Loss

We do not cover any loss arising out of any act or omission an insured commits or conspires to commit with the intent to cause a loss. An intentional act or omission is one whose consequences could have been foreseen by a reasonable person. This exclusion only applies to an insured who commits or conspires to commit an act or omission with the intent to cause a loss.

4. Biological and Chemical Hazards

We do not cover any loss caused by chemical, biological, bio-chemical, or electromagnetic contamination, whether controlled or uncontrolled or however caused or any consequence of any of these.

5. Confiscation

We do not cover any loss or damage resulting from confiscation, nationalization, requisition or destruction of property by or under the order of any government, public or local authority.

6. Gradual or Sudden Loss

We do not cover any loss or damage due to:

- a. Wear and tear, gradual deterioration;
- b. Inherent vice and latent defect;
- c. Smog, rust or other corrosion;
- d. Mold, wet or dry rot; or
- e. Insects, birds, rodents or vermin.

7. Electrical or Mechanical Breakdown

We do not cover any loss caused by electrical or mechanical breakdown, except as provided for wine and other collectible spirits under Paragraph E. below.

8. Misappropriation

We do not cover any loss caused by the taking or other misappropriation of a valuable article(s) from you or a "family member" by you or a "family member."

9. Nuclear Hazard

We do not cover any loss caused by or resulting from nuclear reaction, radiation or radioactive contamination, whether controlled, uncontrolled or however caused, or any consequence of any of these.

10. War

We do not cover any loss caused directly or indirectly by war. War includes the following and any consequence(s) of any of the following:

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

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

11. Cyber Event

We do not cover any loss arising out of a "cyber event." However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

12. Communicable Disease

We do not cover any loss, expenses or consequences caused by the actual or alleged existence, presence of, contact with or fear of any "communicable disease."

13. Computer Error

We do not cover any cost to correct an error, malfunction, or deficiency in programming or instructions to any computer or any electronic device or in the computer or electronic device itself. However, we do cover ensuing covered direct physical loss to insured property unless another exclusion applies.

14. Cryptocurrency

We do not cover any loss to cryptocurrency, electronic currency or their physical representations.

- B.** The following exclusions apply to "blanket property" and "scheduled" articles in the Stamps class of articles and the Coins class of articles:

1. Folding and Pleating

We do not cover any loss or damage from folding, pleating, fading, creasing, denting, scratching, tearing or thinning.

2. Water Damage and Defects

We do not cover any loss or damage from the transfer of colors, inherent defect, dampness, extremes of temperature, or depreciation.

3. Handling of Property

We do not cover loss or damage due to the handling of or work on stamps or coins unless we approve in writing.

4. Disappearance of Property

We do not cover the disappearance of individual stamps, coins or other articles unless the item is:

- a. Described and scheduled with a specific amount of insurance; or
- b. Mounted in a volume and the page it is attached to is also lost.

5. Property in Transit

We do not cover:

- a. The disappearance of stamps or coins while being shipped by mail other than by registered mail; or
- b. Loss or damage to stamps or coins in the custody of transportation companies.
- c. Theft from any unattended vehicle.

6. Property Not Part of a Collection

We do not cover any loss or damage to stamps or coins which are not part of a stamp or coin collection.

- C.** The following exclusions apply to "blanket property" in the Fine Arts class of articles and in the Collectibles class of articles:

We do not cover:

1. Loss or damage to Fine Art or Collectibles during repairing or restoration; or
2. Loss or damage because of any retouching process;

except as provided under **SECTION III – COVERAGE FOR YOUR VALUABLE ARTICLES, C. Additional Coverages, 2. Fine Arts and Collectibles Conservation Coverage.**

- D.** The following exclusion applies to "blanket property" and "scheduled" articles in the Collectibles class of articles:

We do not cover any loss or damage to wearable collectibles caused by:

1. Folding, pleating, fading, creasing, denting, scratching, tearing, color transfer, dampness or thinning;
2. Repairing or restoration;
3. Theft from any unattended vehicle; or
4. Use other than as a collectible.

- E.** The following exclusion applies to “blanket property” and “scheduled” articles in the Wine and other collectible spirits class:

We do not cover loss caused by:

1. Failure to use reasonable care to maintain all heating, cooling or humidity control equipment in proper operating condition. However, this exclusion does not apply to loss caused by:
 - a. Mechanical or electrical breakdown of heating, cooling or humidity control equipment; or
 - b. A power failure beyond your control which causes a change in temperature or humidity;unless another exclusion applies.
2. Improper handling or storage;
3. Consumption; or
4. Normal shortage, leakage, spillage, evaporation, dissipation, spoilage or deterioration, all usual or customary to wine and other collectible spirits.

SECTION VI – VALUABLE ARTICLES CONDITIONS

A. Insurable Interest and Coverage amount

We will not pay for any loss to property in which you or a “family member” does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in covered property, we will not pay for an amount greater than your interest, up to the amount of coverage that applies.

B. Recovered Property

In the event we pay for a covered loss to property and the property is recovered, we agree to offer you an opportunity to buy it back for the amount we paid for the loss.

C. Packing and Transit

You will provide for covered property to be packed, unpacked and transported by competent and professional packers, handlers and shippers who are trained and skilled in using the procedures and materials necessary to protect the covered property.

D. Loss Clause

The coverage amount for a class of “scheduled” articles will be reduced after payment for a total loss of a “scheduled” article in that class. We will refund the unearned premium applicable to such article after the loss or you may apply it to the premium due for the replacement of the scheduled article.

E. Inflation Protection

We reserve the right to increase any amount of insurance, at each policy anniversary using an inflation factor we develop based on external inflation data and our data. At the time of any loss, we will increase the amount of insurance for any inflation since the last policy anniversary date using the inflation factor that we have developed.

F. Mediation or Appraisal

If you and we fail to agree on the amount of loss, either may:

1. Demand mediation of the claim, prior to taking legal action. The request must state:
 - a. Why mediation is being requested; and
 - b. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after a party has given notice of a demand to mediate the

dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within forty-five (45) days of the mediation request. If feasible, the conference may be held by telephone.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

- a. Have authority to make a binding decision; and
- b. Mediate in good faith.

If the mediator determines that both parties have mediated in good faith, the costs of the mediation shall be shared equally by both parties.

2. Demand an appraisal of the loss. In this event, each party will choose a competent impartial appraiser with no financial interest in the outcome of the decision within twenty (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 fifteen (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 covered property is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the 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 the loss.

Each party will:

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

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

G. Other Insurance

If you have a covered loss under this policy and a homeowners policy issued by us or a subsidiary or affiliate of the W.R. Berkley Corporation; 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 unless stated elsewhere in this policy that only one of the policies will apply. However, when both Collectible Suite coverage and "contents" coverage apply to a covered loss, the amount of coverage will be the combined total of "contents" coverage, subject to special limits and all policy provisions, and the Collectible Suite Coverage.

In no case will duplicate payments be made. We will not pay for any loss for any item that is specifically scheduled and insured under another policy.

- H. When any other property insurance applies to a covered loss, we will pay only the proportion of the loss that our amount of coverage bears to the total amount of insurance covering the loss.

I. Suit Against Us

No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss. You may not bring any action until 30 days after proof of loss has been filed and the amount of loss has been determined.

J. Loss Payment

We will pay you within 30 days once an agreement with you is reached and you have complied with Your Duties After an Occurrence condition. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

K. Abandonment of Property

You cannot abandon any property to us unless we agree to accept it.

L. Policy Term

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

M. Bankruptcy

Bankruptcy or insolvency of you or a "family member" will not relieve us of our duties under this policy.

N. Conformity to State Law

If any provision of this policy conflicts with the laws of the state in which you live, this policy is amended to conform to those laws.

O. Conformity to Trade Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

P. Fraud or Misrepresentation

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy at any time, including after an accident or loss, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct

at the time of application. This means that we will not be liable for any loss to property, claims or "damages" that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or
3. Engage in fraudulent conduct

in connection with a requested change, we may void the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after an accident or loss.

When we have not voided or reformed the policy, we may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

Q. Your Duties After an Occurrence

In case of an "occurrence," we have no duty to provide coverage under this policy unless there has been full compliance with the following duties.

You must:

1. Immediately notify us or our agent. Provide details regarding time, place and circumstances of the loss;
2. Notify the police in case of loss by theft or accident in a timely manner;
3. Take all reasonable means that are necessary to protect the property from further damage. If repairs to the property are required, you must:
 - a. Make all reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;

4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
 - a. Show the damaged property to us;
 - b. Provide us with records and documents we request and permit us to make copies;
 - c. Submit to an examination under oath, while not in the presence of any other insured; and
 - d. Ensure that any employee, resident of your household, or others will be available for examination under oath to the extent that you reasonably can.
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interest of you and all others in the property involved and all lien on the property;
 - c. Other insurance which may cover the loss; and
 - d. The inventory of damaged personal property described in paragraph Q.4. above.

R. Liberalization Clause

If a change is made which broadens coverage under this edition of this policy without any premium charge, the change will automatically apply to your policy as of the date we made the change in your state.

S. Changes

1. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. Our request for an appraisal or examination will not waive any of our rights.
3. You have a duty to report to us all changes, including additions and deletions, in policy information. This includes, but is not limited to, the information listed in paragraphs 1. through 5. of this paragraph S. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease may include:
 - a. Any construction or renovation at locations where covered articles are kept;
 - b. Change of occupancy of any location where covered articles are kept;
 - c. Movement of covered articles to different locations;
 - d. Changes in alarm and protection of locations where covered articles are kept;
 - e. Changes to jewelry insured as In-Vault and "Limited In-Vault";
 - f. Sales of covered articles and lending of covered articles to others; and
 - g. Changes in coverage, loss settlement, deductibles or limits.
4. If a change resulting from paragraphs 1., 2. or 3. above, requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
5. If we make a change which broadens coverage under this edition of your policy without an additional premium charge that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph 5. does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through the introduction of:
 - a. A subsequent edition of your policy; or
 - b. An amendatory endorsement.

T. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
 2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on your Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for any reason by letting you know at least ten (10) days before the date cancellation takes effect.
 - c. When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.
- This can be done by letting you know at least thirty (30) days before the date cancellation takes effect.
- d. When this policy is written for a period of more than one (1) year, we may cancel for any reason at anniversary by letting you know at least thirty (30) days before the date cancellation takes effect.
 3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

U. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown on your Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

V. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

W. Other Termination Provisions

1. We may deliver any notice instead of mailing it. If notice is mailed, proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

X. Assignment

Assignment of this policy will not be valid unless we give our written consent.

Y. 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 in this policy.

Z. Our Right to Recover Payment

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

You may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

AA. Death of an Insured

In the event of your death, this policy will cover your legal representative for the remainder of the policy period unless cancelled. We will cover your legal representative only with respect to the property of the deceased covered under this policy at the time of your death.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies coverage under the following:
 Collectible Suite Policy

I. SECTION V – VALUABLE ARTICLES EXCLUSIONS are amended as follows:

A. The Intentional Loss Exclusion is replaced by the following:

Intentional Loss

1. We do not cover any loss arising out of any act or omission an insured commits or conspires to commit with the intent to cause a loss. An intentional act or omission is one whose consequences could have been foreseen by a reasonable person. This exclusion only applies to an insured who commits or conspires to commit an act or omission with the intent to cause a loss.
2. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:
 - a. Such loss arose out of a pattern of criminal domestic violence; and
 - b. The perpetrator of the loss is criminally prosecuted for the act causing the loss.

If we pay a claim pursuant to paragraph 2. above our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

B. The Biological and Chemical Hazards exclusion is replaced by the following:

Biological and Chemical Hazards

We do not cover any loss caused by chemical, biological, bio-chemical, whether controlled or uncontrolled or however caused or any consequence of any of these.

C. The Gradual or Sudden Loss exclusion is replaced by the following:

Gradual or Sudden Loss

We do not cover any loss or damage due to:

1. Wear and tear, gradual deterioration;
2. Inherent vice and latent defect;
3. Smog, rust or other corrosion;
4. Mold, wet or dry rot; or
5. Insects, birds, rodents or vermin.

However, this exclusion does not apply to mold resulting from a covered loss caused by fire or lightning.

II. SECTION VI – VALUABLE ARTICLES CONDITIONS are amended as follows:

A. Mediation or Appraisal, paragraph 2. is replaced by the following:

Demand an appraisal of the loss. In this event, each party will choose an impartial and competent 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 covered property is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Each party will:

1. Pay its own appraiser; and

2. Bear the other expenses of the appraisal and umpire equally;

except that we will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:

1. You demanded the appraisal; and
2. The full amount of loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

B. The following is added to the **Suit Against Us condition:**

However, this two-year period is extended by the number of days between the date proof of loss is submitted and the date the claim is denied in whole or in part.

C. The **Loss Payment condition is replaced by the following:**

Loss Payment

We will pay you within 30 days once we receive your proof of loss, and an agreement with you is reached, there is an entry of a final judgment, or there is a filing of an appraisal award with us. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

D. The **Fraud or Misrepresentation condition is replaced by the following:**

Fraud or Misrepresentation

This policy was issued in reliance upon the information you provided to us when you applied for the policy. We may void this policy at any time, including after an accident or loss, but not once the policy has been in effect for one year or one policy period whichever is less, if the insured:

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

at the time of application. This means that we will not be liable for any loss to property, claims or "damages" that would otherwise be covered.

Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If an insured:

1. Makes incorrect statements or representations to us with regard to any material fact or circumstance;
2. Intentionally conceals or misrepresents any material fact or circumstance; or
3. Engages in fraudulent conduct in connection with a requested change, we may deny coverage under the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after an accident or loss.

When we have not reformed the policy, we may still deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

E. The **Cancellation condition is replaced by the following:**

Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting the named insureds know in writing of the date cancellation takes effect. This cancellation notice, stating the reason for such cancellation, shall be mailed to the named insured at the named insured's last mailing address shown on your Declarations, and we will maintain a certificate of mailing. A copy of the notice will also be sent to the named insured's agent or broker and the last known mortgagee or lienholder named in this policy at the last mailing address known to us.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.

- b. When this policy has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for reasons other than nonpayment of premium by letting you know at least thirty (30) days before the date cancellation takes effect.
- c. When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If the policy was obtained through a material misrepresentation;
 - (2) If any insured violated any terms or conditions of the policy;
 - (3) If the risk has measurably increased since the policy was issued;
 - (4) Upon certification to the Director of the loss of reinsurance by us which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (5) If a determination by the Director is made that the continuation of the policy could place us in violation of the insurance laws of this State.

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

- 3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

F. The Nonrenewal condition is replaced by the following:

Nonrenewal

We may elect not to renew this policy. We may do so by mailing to the named insureds at the last mailing address known to us, written notice at least thirty (30) days before the expiration date of this policy, and we will maintain a certificate of mailing. A copy of the notice will also be sent to the named insured's agent or broker and the last known mortgagee or lienholder named in this policy at the last mailing address known to us.

G. The following condition is added:

ILLINOIS CONSUMER COMPLAINT NOTIFICATION

Should any complaints arise regarding this insurance, you may contact the following:

Berkley One - Service Specialists
 101 Bellevue Parkway, Wilmington, DE 19809
 1-855-ONE-8551 (1-855-663-8551)
 Fax Number: 855-999-0825

You may also contact the Illinois Department of Insurance at either of the following addresses:

Illinois Department of Insurance
 Consumer Division
 122 S. Michigan Ave, 19th Floor
 Chicago, Illinois 60603
 (312) 814-2420

OR

Illinois Department of Insurance
 320 West Washington Street
 Springfield, Illinois 62767
 (217) 782-4515

For Complaints:

<https://mc.insurance.illinois.gov/messagecenter.nsf>
 Email: consumer_complaints@ins.state.il.us
 Fax to (217) 558-2083
 Phone: (877) 527-9431

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEE

This endorsement modifies coverage under the following:

Collectible Suite Policy

All provisions and conditions of the policy apply unless they are changed by this endorsement.

Coverage under your policy is extended to the following loss payee to the extent indicated below:

Name of Loss Payee: <XXX>

Address of Loss Payee: <XXX>

Designated Item(s): <all items OR xxx(designated items)>

To **Section VI – VALUABLE ARTICLES CONDITIONS**, the following is added:

A. The following is added to the **Cancellation** provision:

If this Policy is canceled, notice will also be mailed to the Loss Payee shown above.

B. The following is added to the **Nonrenewal** provision:

If we elect to nonrenew this Policy, notice will also be mailed to the Loss Payee shown above.

All other terms and conditions of this policy shall remain unchanged.

**THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS AND EXCLUSIONS.
PLEASE READ THIS POLICY CAREFULLY.**

EXCESS FLOOD INSURANCE POLICY

THIS "POLICY" COVERS ONLY:

- A. A non-“condominium” residential “building” designed for principal use as a “dwelling” of one to four families;
- B. A single family “unit” in a “condominium” “building” or apartment; or
- C. An “other structure.”

INSURING AGREEMENT

This excess flood policy together with your Declarations and any endorsements complete this “policy.” We will provide the insurance described in this “policy” in return for payment of the premium and compliance with all applicable provisions of this “policy.” This “policy” is excess of the Self-Insured Retained Limits shown on your Declarations.

I. DEFINITIONS

- A. In this “policy,” “you” and “your” refer to the insured(s) shown on your Declarations and your spouse, if a resident of the same household. “Spouse” means your marriage partner, domestic partner, or party with whom you have entered into a civil union as recognized under state law. “We,” “us,” and “our” refer to the Company providing this insurance. In addition, certain words and phrases are defined below. When used throughout the “policy,” those defined words will be in quotation marks.

“Flood,” as used in this flood insurance “policy,” means:

1. A general and temporary condition of partial or complete inundation from:
 - a. Overflow of inland or tidal waters;
 - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
 - c. “Mudflow.”
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a “flood” as defined in I.A.1. above.

- B. The following are the other key definitions we use in this “policy”:

1. “Act” means The National Flood Insurance Act of 1968, and any amendments to it.
2. “Actual cash value” means the cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
3. “Additions and alterations” means additions, alterations, fixtures, “improvements,” installations, or other items of real property that pertain to the interior of your “unit” in the “condominium” or apartment “building” at the “residence premises.”
4. “Association” means the entity made up of the “condominium” “unit” owners or housing cooperative homeowners or such other joint, common or cooperative homeownership responsible for the maintenance and operation of:
 - a. Common elements owned in undivided shares by “unit” owners or homeowners; and
 - b. Other real property in which the “unit” owners or homeowners have user rights;
 where membership in the entity is a required condition of “unit” ownership or homeownership.
5. “Base flood” means “flood” having a one percent chance of being equaled or exceeded in any given year.
6. “Basement” means any area of the “building,” including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
7. “Building” means a structure, with four outside rigid walls and a fully secured roof, affixed to a permanent site. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle.

8. "Business" means:
- A trade, occupation or profession engaged in on a full-time, part-time or occasional basis; or
 - Any activity engaged in for money or other compensation.
- "Business" does not include "incidental business" or "incidental farming."
9. "Contents" means personal property located in the Dwelling or Other Structure shown on your Declarations that you or a "family member" own, or at your option, personal property that is owned by a guest or domestic employee.
10. "Cancellation" means the ending of the insurance coverage provided by this "policy" before the expiration date.
11. "Condominium" means that form of ownership of real property in which each "unit" owner has an undivided interest in common elements. "Condominium" also means a cooperative form of ownership.
12. "Direct physical loss by or from flood" means loss or damage to insured property, directly caused by a "flood." There must be evidence of physical changes to the property.
13. "Dwelling" means a "building" designed for use as a residence for no more than four families or a single-family "unit" in a "building" under a "condominium" form of ownership. "Dwelling" also includes a detached garage at the one to four family residence shown on your Declarations used for parking and/or storage only.
14. "Elevated Building" means "building" that has no "basement" and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
15. "Emergency program" means the initial phase of a community's participation in the "National Flood Insurance Program." During this phase, only limited amounts of insurance are available under the "Act."
16. "Enclosure" means an enclosed, walled in area below the lowest floor of an "elevated building."
17. "Improvements" means the fixtures, alterations, installations or additions comprising a part of the insured "dwelling" or the apartment in which you reside.
18. "Incidental business" means the business of renting to others the Dwelling or Other Structure shown on your Declarations.
- "Incidental business" also means a business activity, other than farming, conducted in whole, or in part, on your "residence premises" which must:
- Not yield gross revenues in excess of \$10,000 in any year, except for the business activity of managing your or a "family member's" personal investments, regardless of where the revenues are produced;
 - Have no employees subject to any workers' compensation, unemployment compensation disability benefits, or other similar laws; and
 - Conform to federal, state and local laws.
19. "Incidental farming" means a farming activity which meets all of the following requirements:
- The farming activity is incidental to your use of the "residence premises" as your residence;
 - The farming activity does not employ others for more than 1,250 hours of farm work during the "policy" period;
 - The farming activity does not produce more than \$25,000 in gross annual revenue from agricultural operations; and
 - If the farming activity involves the raising and caring of animals, then the farming activity:
 - Does not yield more than \$25,000 in gross annual revenues;
 - Does not involve more than 25 sales transactions during the "policy" period; and
 - Does not involve the sale of more than 50 animals during the "policy" period.
20. "Insured" means you or a "family member." "Insured" also means any entity created by you for the sole purpose of owning all or part of a "residence premises" covered under this "policy."
21. "Mudflow" means a river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, mudslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not "mudflows."
22. "National Flood Insurance Program" or "NFIP" means the program of flood insurance coverage and floodplain management administered under the "Act" and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
23. "Other structure" means a structure with four outside rigid walls and a fully secured roof that is affixed to a

- permanent site and separated from your “dwelling” by a clear space located on the “residence premises.” Any structure used for “business” would not be considered an “other structure” with the exception of those used for “incidental business” or “incidental farming.”
24. “Policy” means the entire written contract between you and us. It includes:
 - a. This printed form;
 - b. Your Declarations;
 - c. Any endorsement(s) that may be issued; and
 - d. Any renewal Declarations.
 25. “Reconstruction cost” means the lesser of the amount required at the time of the loss to repair or replace a structure at the same location with materials and workmanship of like kind and quality. “Reconstruction cost” does not include a deduction for depreciation or any amount required to comply with the enforcement of any ordinance or law. It also does not include any amount required for the excavation, replacement or stabilization of land under or around a structure.
 26. “Residence premises” means the owned “dwelling” or “other structure” and grounds at the address shown on your Declarations.
 27. “Short-term rental” means the renting to others of your “dwelling” two or more times in a “policy” period for less than ninety (90) days per rental transaction.
 28. “Underlying insurance” means the “NFIP” Standard Dwelling Form including any amendments, replacements, endorsements or renewals that provides the maximum amount of coverage available and is issued by or available from the Federal Emergency Management Agency or a Write Your Own insurance company. It also includes any other insurance which covers “direct physical loss by or from flood.”
 29. “Unit” means a single-family residence you own or rent in a “condominium” or apartment “building.”

II. PROPERTY COVERED

A. Peril Insured Against

We insure against “direct physical loss by or from flood,” in excess of the Self-Insured Retained Limits shown on your Declarations for the Dwelling, Other Structure, Additions and Alterations, and/or Contents shown on your Declarations unless stated otherwise or an exclusion applies.

B. Coverage And Loss Settlement

We insure against “direct physical loss by or from flood” in excess of the Self-Insured Retained Limits shown on your Declarations when a coverage limit is shown:

1. Dwelling, Other Structure, or Additions and Alterations

For a covered “flood” loss to your “dwelling,” “other structure” or “additions and alterations,” we will pay the “reconstruction cost” for your “dwelling,” “other structure” or “additions and alterations” up to the excess flood coverage limit shown on your Declarations for the Dwelling, Other Structure or Additions and Alterations.

2. Contents

- a. The most we will pay for a covered loss to “contents” is the lesser of the amount required to repair or replace the “contents” without application of depreciation up to the limit of the coverage for Contents shown on your Declarations. However, if the “contents” are or were obsolete or unusable as a result of their age or condition, depreciation will be applied.
- b. For a covered “flood” loss to “contents,” the “contents” must be located in a “building” shown on your Declarations.
- c. We will only pay the functional value of antiques.
- d. We will pay up to \$10,000 for “contents” used in “incidental business” or “incidental farming” in connection with the Dwelling or Other Structure shown on your Declarations.

3. Self-Insured Retained Limit

- a. When a loss is covered under this “policy,” we will pay only that part of the loss that exceeds your Self-Insured Retained Limit amount shown on your Declarations. You may purchase “underlying insurance” to satisfy this limit; however, we will not be liable unless and until a “flood” loss exceeds the Self-Insured Retained Limit

- shown on your Declarations.
- b. Coverage **II.C. Additional Coverages** does not apply unless and until you sustain a covered “flood” loss under Coverage **II.B.1 – Dwelling, Other Structure or Additions and Alterations** or **II.B.2 – Contents**; this means you must have sustained a “direct physical loss by or from flood” and the “flood” loss is in excess of the self-insured retained limit listed on your Declarations for the “residence premises.”
 - c. When no “underlying insurance” exists, we will determine whether the loss exceeds your self-insured retained amount as if the “underlying insurance” had been purchased. We will not make any payments until we have determined the loss exceeds your self-insured retained amount.

C. Additional Coverages

The below additional coverages are only applicable if a coverage limit is shown on your Declarations. These coverage limits do not increase the limit of coverage for the Dwelling, Additions and Alterations, Other Structure or Contents shown on your Declarations and are subject to the Self-Insured Retained Limit.

1. Loss of Use

- a. If a “flood” loss covered by this “policy” makes the Dwelling or Other Structure shown on your Declarations not fit to live in, we will pay no more than the coverage limit shown on your Declarations for Loss of Use. This coverage limit is the most we will pay per “flood” loss for all Additional Living Expenses and Fair Rental Value combined. These limits do not increase the applicable limit of coverage for the Dwelling, Additions and Alterations, Other Structure or Contents coverage limit shown on your Declarations. This coverage only applies if your “dwelling,” “additions and alterations,” “other structure” or “contents” sustains a “direct physical loss by or from flood” and the “flood” loss is in excess of the Self-Insured Retained Limit shown on your Declarations.

(1) Additional Living Expense

- (a) If the Dwelling or Other Structure shown on your Declarations is at your primary residence, we will pay the necessary reasonable increase in living expense incurred by you so that your household can maintain its normal standard of living; or
- (b) If the Dwelling or Other Structure shown on your Declarations is not at your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the residence.

We cover this increase for the shortest reasonable amount of time required to restore your “dwelling” to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time for your household to settle elsewhere. However, if you are newly constructing your “dwelling” or you are constructing “additions and alterations” or renovations to your “dwelling” at the time of a covered “flood” loss, we will pay only the increase in your usual living expenses incurred by you for the shortest reasonable amount of time required to restore your “dwelling” to its condition prior to the covered “flood” loss. This time-period is not limited by the expiration of this “policy.”

(2) Fair Rental Value

Fair Rental Value is the amount of rent shown on a signed lease agreement less any expenses that do not continue while your “dwelling” or “other structure” is not fit to live in. Payment for Fair Rental Value will be for the shortest reasonable time required to restore your “dwelling” or “other structure” to a habitable condition. This time-period is not limited by the expiration of this “policy.”

(3) Civil Authority

If you are forced by a civil authority to evacuate your “dwelling” or “other structure” as a direct result of:

- (a) A covered “flood” loss or a reasonable threat of a covered “flood” loss to your “dwelling” or “other structure”; or
- (b) If a civil authority prohibits you from use of your “dwelling” or “other structure” as a direct result of a loss to a neighboring premises caused by a “flood,”

we will reimburse you for the reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for up to 30 days. We will also cover any loss in fair

rental value for up to 30 days if your "dwelling" or "other structure" is usually held for rental. This time period is not limited by expiration of this "policy."

b. Loss Not Covered

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

2. Rebuilding to Code

After a covered "flood" loss, we will pay up to the coverage limit listed on your Declarations for Rebuilding to Code coverage for the necessary cost for you to comply with any law or ordinance requiring or regulating the:

- a. Repair, replacement or rebuilding of the damaged portion of your "dwelling," "additions and alterations," or "other structure" made necessary by the covered "flood" loss;
- b. The demolition, replacement or rebuilding of the undamaged portion of your "dwelling," "additions and alterations," or "other structure" necessary to complete the replacement, repair or rebuilding of the damaged portion of your "dwelling," "additions and alterations," or "other structure"; and
- c. The demolition of the undamaged portion of your "dwelling," "additions and alterations" or "other structure" when your "dwelling," "additions and alterations" or "other structure" must be totally demolished, including removal of any resulting debris.

This coverage does not increase the limit of coverage for the Dwelling, Other Structure or Additions and Alterations shown on your Declarations. This coverage only applies if you choose to repair, rebuild or replace your "dwelling," "additions and alterations" or "other structure" at the loss location.

III. PROPERTY NOT COVERED

A. We do not cover loss to the following under this "policy":

1. "Contents" not inside a "building";
2. "Contents" or "improvements" in a "building" that is not shown on your Declarations;
3. "Contents" or "improvements" in a "basement" or "enclosure";
4. A "building," and "contents" in it, located entirely in, on, or over water or seaward of mean high tide;
5. Open structures and "contents" in them, including a "building" used as a boathouse or any structure or "building" into which boats are floated, and "contents" located in, on, or over water;
6. Land, land values, lawns, trees, shrubs, plants or growing crops;
7. Underground structures and equipment, including wells, septic tanks, and septic systems;
8. Those portions of walks, walkways, decks, driveways, patios and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured "dwelling," "other structure" or the "building" in which the insured "unit" is located;
9. Animals, birds, or fish, including livestock;
10. Water, including indoor and outdoor pools, ponds, streams and fountains, except water which is normally contained within any type of household plumbing system, but only to the extent of restoring such system;
11. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
12. "Dwelling," "additions and alterations" or "other structure" and all of their "contents" if more than 49% of the "actual cash value" of the "building" is below ground, unless the lowest level is at or above the "base flood" elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
13. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
14. Aircraft or watercraft, or their furnishings and equipment;
15. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to heaters, filters, pumps, and pipes, wherever located;
16. "Contents" you own in common with other "unit" owners comprising the membership of a "condominium" "association";
17. "Contents" used in any "business" except in "incidental business" or "incidental farming" as described in **II. PROPERTY COVERED, B. COVERAGE AND LOSS SETTLEMENT, 2. Contents**, paragraph d.;
18. Properties located in the "NFIP" "emergency program" or in communities not participating in the "NFIP";
19. Recreational vehicles, travel trailers, motor homes, mobile homes, mobile offices, temporary buildings, manufactured homes, and manufactured offices, whether affixed to a permanent foundation or on wheels;

20. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
 - a. Used mainly to service the “residence premises,” or
 - b. Designed and used to assist handicapped persons,
 while the vehicles or machines are inside a “building” at the “residence premises.”
21. Money, food stamps, bank notes, bullion, gold or silver platinum medals, scrip, stored value cards and smart cards;
22. Coins, securities, accounts, bills, currency, deeds, evidences of debt, letters of credit, notes other than bank notes, personal records, tickets, passports, manuscripts or other valuable papers and stamps. This applies to these categories regardless of the medium (such as paper or computer software) on which the material exists and includes the cost to research, replace or restore the information from the lost or damaged material;
23. Jewelry, watches, precious and semiprecious stones and furs;
24. Silverware, goldware, pewterware, silver-plated ware, gold-plated ware, platinumware and platinum-plated ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter;
25. Artwork, photographs, collectibles or memorabilia, including but not limited to, porcelain or other figures and sports cards;
26. Golf carts;
27. Explosives, fireworks, guns, firearms and their accessories; or
28. Grave markers or mausoleums.

IV. EXCLUSIONS

- A. We only pay for “direct physical loss by or from flood,” which means that we do not pay you for:
 1. Loss of revenue or profits;
 2. Loss of access to the insured property or “residence premises”;
 3. Loss of use of the insured property or “residence premises”;
 4. Any additional living expenses incurred while the insured “building” is being repaired or is unable to be occupied for any reason.

Exclusions A.1. through A.4. above will apply unless coverage is provided under Coverage **II.C.1. – Loss of Use** and a coverage limit is shown on your Declarations.

 5. The cost or expense of removing:
 - a. Non-owned debris on or in insured property; or
 - b. Owned debris anywhere;
 6. The cost or expense of moving property to avoid a “flood” loss; protecting your “dwelling,” “other structure” or “contents” from a “flood” loss; or responding to the imminent danger of a “flood” loss; including any loss caused by such actions;
 7. The cost or expense of any “association” or civil authority assessments charged against you or your property;
 8. Loss from interruption of “business” or production;
 9. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris unless coverage is provided under Coverage **II.C.2. – Rebuilding to Code** and a coverage limit is shown on your Declarations; and
 10. Any other economic loss you suffer.
- B. We do not insure a loss directly or indirectly caused by a “flood” that is already in progress at the time and date:
 1. The “policy” term begins; or
 2. Coverage is added at your request.
- C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by “flood.” Some examples of earth movement that we do not cover are:
 1. Earthquake;
 2. Landslide;
 3. Mudslide;
 4. Land subsidence;

5. Sinkholes;
6. Destabilization or movement of land that results from accumulation of water in subsurface land area; or
7. Gradual erosion.

We do, however, pay for losses from "mudflow" and land subsidence as a result of erosion that is specifically covered under our definition of "flood" (see **I.A.1.c.** and **I.A.2.**).

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

1. The pressure or weight of ice;
2. Freezing or thawing;
3. Rain, snow, sleet, hail, or water spray;
4. Water, moisture, mildew, or mold damage that results primarily from any condition:
 - a. Substantially confined to your "dwelling," "other structure," or "unit"; or
 - b. That is within your control, including but not limited to:
 - (1) Design, structural, or mechanical defects;
 - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (3) Failure to inspect and maintain the property after a "flood" recedes;

5. Water or water-borne material that:

- a. Backs up through sewers or drains;
- b. Discharges or overflows from a sump, sump pump or related equipment; or
- c. Seeps or leaks on or through the covered property;

unless there is a "flood" in the area and the "flood" is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or the seepage of water;

6. The pressure or weight of water unless there is a "flood" in the area and the "flood" is the proximate cause of the damage from the pressure or weight of water;
7. Power, heating, or cooling failure unless the failure results from "direct physical loss by or from flood" to power, heating, or cooling equipment on the "residence premises";
8. Theft, fire, explosion, wind, or windstorm;
9. Anything you or any member of your household do or conspires to do to deliberately cause loss by "flood"; or
10. Alteration of the insured property that significantly increases the risk of "flooding."

E. We do not insure for loss to any "building" or "contents" located on land leased from the Federal Government, arising from or incident to the "flooding" of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

F. We do not pay for the testing for or monitoring of pollutants unless required by law or ordinance and a coverage limit for Rebuilding to Code is shown on your Declarations.

G. We do not cover any cost to correct a malfunction, error, or deficiency in programming or instructions to a computer or in the computer itself; even if such was caused by or relate to a "flood."

H. We do not cover any loss caused or increased by your intentional acts, including such acts of your spouse or other person who lives with you, or is employed by you. This includes anything you or any member of your household do or conspire to do to deliberately cause loss by "flood"; or any alteration of the insured property that significantly increases the risk of "flooding."

I. We do not cover any loss caused by your failure to use all reasonable means and diligence to protect property before, during or after a "flood" loss.

J. We do not cover any loss caused directly or indirectly by war. War includes the following and any consequence(s) of any of the following:

1. Undeclared war, civil war, insurrection, rebellion or revolution;
2. Warlike act by a military force or military personnel; or
3. Destruction, seizure or use for a military purpose.

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

K. We do not cover any loss caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence

of any of these. However, we do cover ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

- L. We do not cover any loss caused by any dishonest or criminal act by you or a "family member," or by a person directed by you or a "family member."
- M. We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by the:
 - 1. Discharge;
 - 2. Dispersal;
 - 3. Seepage;
 - 4. Migration;
 - 5. Release; or
 - 6. Escape;

of pollutants. We do not cover the cost to extract pollutants from water or land, or the cost to remove, restore or replace polluted or contaminated water or land. A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

N. Conditions Suspending or Restricting Insurance

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

V. GENERAL CONDITIONS

A. Insurable Interest

Even if more than one person or party has an insurable interest in the property covered under this "policy," we will not be liable in any one loss:

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

B. Policy Term

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

C. Recovered Property

In the event we pay for a covered loss to property and the property is recovered, we will offer you an opportunity to buy it back for the amount we paid.

D. Changes

- 1. This "policy" contains all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- 2. Our request for an appraisal or examination will not waive any of our rights.
- 3. You have a duty to report to us all changes, including additions and deletions, in "policy" information. This includes, but is not limited to, the information listed in paragraphs 1. through 5. of this paragraph, **D. Changes**. If there is a change to the information used to develop the "policy" premium, we may adjust your premium. Changes during the "policy" term that may result in a premium increase or decrease may include:
 - a. The construction of any additions, alterations or renovations to the existing Dwelling or an Other Structure shown on your Declarations; or
 - b. Changes in coverage, deductibles or limits.
- 4. If a change resulting from paragraphs 1., 2. or 3. above, requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- 5. If we make a change which broadens coverage under this edition of your "policy" without an additional premium charge, that change will automatically apply to your "policy" as of the date we implement the change in your state. This paragraph 5. does not apply to changes implemented with a general program revision that includes both

broadening and restrictions in coverage, whether that general program revision is implemented through the introduction of:

- a. A subsequent edition of your "policy"; or
- b. An amendatory endorsement.

E. Pair and Set Clause

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, minus its depreciation; or
2. The amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

F. Fraud or Misrepresentation

This "policy" was issued in reliance upon the information you provided to us when you applied for the "policy." We may void this "policy" at any time, including after an accident or loss, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. This means that we will not be liable for any loss to property claims that would otherwise be covered.

Any changes we make at your request to this "policy" after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or
3. Engage in fraudulent conduct;

in connection with a requested change, we may void the "policy" or reform it as it existed immediately prior to the requested change. We may do this at any time, including after a loss.

When we have not voided or reformed the "policy," we may still deny coverage for a loss if you, in connection with the "policy" application, in connection with any requested change, or at any time during the "policy" period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

G. Bankruptcy

Bankruptcy or insolvency of an "insured" will not relieve us of our duties under this "policy."

H. Death of an Insured

In the event of the death of an "insured," this "policy" will cover the legal representative of the deceased for the remainder of the "policy" period unless cancelled. We will cover the legal representative of the deceased only with respect to the premises and property of the deceased covered under this "policy" at the time of death.

I. Other Insurance

This "policy" provides coverage that is excess of the self-insured retained limit listed on your Declarations. If you have other primary or excess insurance covering a loss also covered by this "policy," the insurance afforded by this "policy" shall be in excess of and shall not contribute with such other insurance unless such other insurance is written only as specific excess insurance over the limits of liability of this "policy." In any event, our duty to cover a "flood" loss does not begin until the amount of such covered "flood" loss exceeds the Self-Insured Retained Limit shown on your Declarations.

J. Amendments, Waivers, Assignment

This "policy" cannot be changed, nor can any of its provisions be waived without our express written consent. No action that we take under the terms of this "policy" constitutes a waiver of any of our rights. You may not assign this "policy."

K. Cancellation of the Policy

1. You may cancel this "policy" at any time by returning it to us or notifying us in writing of the future date that the

- "cancellation" is to take effect.
2. We may cancel this "policy" for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on your Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
 - b. When this "policy" has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for any reason by letting you know at least ten (10) days before the date cancellation takes effect.
 - c. When this "policy" has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the "policy"; or
 - (2) If the risk has changed substantially since the "policy" was issued.

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

L. Refunds and Earned Premium

When this "policy" is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata. 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.

However, the total annual premium will be fully earned in the event of a claim which is likely to involve this "policy" or a loss which may be covered by this "policy."

M. Policy Renewal and Automatic Termination

We may offer to renew this "policy," at the premiums and under the "policy" provisions in effect on the date of renewal. If you reject our offer, this "policy" will automatically terminate at the end of the current "policy" period. Failure to pay the required renewal premium in full on or before the due date means you have rejected our offer. In connection with the renewal of this "policy," we may ask you during the "policy" term to recertify, on a Recertification Questionnaire we will provide to you, the rating information used to rate your most recent "policy."

N. Nonrenewal

We may elect not to renew this "policy." We may do so by delivering to you, or mailing to you at your mailing address shown on your Declarations, written notice at least thirty (30) days before the expiration date of this "policy." Proof of mailing will be sufficient proof of notice.

O. Your Duties After a Loss

In the event of a "flood" loss for which coverage may be provided under this "policy," you or someone acting for an "insured" must:

1. Give prompt written notice to us, any of our agents in this state or your agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of the claim or settlement;
4. Prepare an inventory of damaged property. Show the quantity, description and amount of loss. Attach all bills, receipts, and related documents that justify the figures in the inventory;
5. Provide a copy of the primary flood insurance policy;
6. As often as we reasonably require:
 - a. Show the damaged property
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to separate examination under oath;
7. Send to us, within sixty (60) days of our request, your signed, sworn proof of loss. The proof of loss must 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 the “policy”;
 - e. Specifications of damaged “buildings” and detailed repair estimates;
 - f. The inventory of damaged “contents”; and
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.
8. At our request, assist us:
- a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an “insured”;
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses; and
 - e. Not, except at such “insured’s” own cost, voluntarily make payment, assume obligation or expense to others at the time of loss.
9. With respect to any “short-term rental” activity, you must provide us as often as we reasonably require, with information concerning the number of:
- a. Rental agreements or contracts entered into by an “insured”; and
 - b. Nights the “residence premises” was occupied, in whole or in part, by tenants. This does not include an “insured” or any “family member.”
 - c. You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if some authorization is necessary for release of the data or records.

P. No Benefit to Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

Q. Loss Payment

1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the “policy” or is legally entitled to receive payment. Loss will be payable sixty (60) days after we receive your proof of loss (or within ninety (90) days after the insurance adjuster files the adjuster’s report signed and sworn to by you in lieu of a proof of loss) and:
 - a. We 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, as provided in **GENERAL CONDITIONS, Appraisal**; and
 - d. You have complied with **Your Duties After a Loss** condition.
2. If we reject your proof of loss in whole, or in part, you may:
 - a. Accept our denial of your claim;
 - b. Exercise your rights under this “policy”; or
 - c. File an amended proof of loss, as long as it is filed within sixty (60) days of the date of the loss.

R. Abandonment

You may not abandon to us damaged or undamaged property insured under this “policy.”

S. Appraisal

If you and we fail to agree on the “actual cash value” or, if applicable, “reconstruction cost” of your damaged property to settle upon the amount of loss, then either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within twenty (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 fifteen (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 covered property is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three parties will set the amount of the loss.

Each party will:

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

T. Mortgage Clause

1. If a mortgagee is named in this "policy," any covered loss to your "dwelling" or "other structure" will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named in this "policy," the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.
3. If we decide to cancel or not renew this "policy," we will notify the mortgagee at least thirty (30) days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

U. Suit Against Us

You agree not to bring legal action against us unless you have first complied with all terms and conditions of this "policy." You also agree to bring any action against us within one year after a loss occurs, but not until thirty (30) days after proof of loss has been submitted to us and the amount of loss has been determined, or within one year after the date the loss has been denied in whole or in part. This requirement applies to any claim that you may have under this "policy" and to any dispute that you may have arising out of the handling of any claim under the "policy."

V. Subrogation

Whenever we make a payment for a loss under this "policy," we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

W. Duplicate Policies Not Allowed

1. We will not insure your property under more than one Berkley excess "flood" "policy." If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:
 - a. If you choose to keep in effect the "policy" with the earlier effective date, you may also choose to add the coverage limits of the later "policy" to the limits of the earlier "policy." The change will become effective as of the effective date of the later "policy."
 - b. If you choose to keep in effect the "policy" with the later effective date, you may also choose to add the coverage limits of the earlier "policy" to the limits of the later "policy." The change will be effective as of the effective date of the later "policy."

In either case, you must pay the pro rata premium for the increased coverage limits within thirty (30) days of the written notice. In no event will the resulting coverage limits exceed our permissible limits of coverage or your insurable interest, whichever is less.

We will make a refund to you, of the premium for the "policy" not being kept in effect.

2. Your option under **Duplicate Policies Not Allowed** to elect which “policy” to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier “policy.” The “policy” with the later effective date must be canceled.

X. Previously Damaged Property

Any payment we make for a covered loss to covered property will be reduced by the amount paid by any insurer, including us, for a previous loss to the same covered property if you failed to properly repair or replace the covered property.

VI. LIBERALIZATION CLAUSE

If we make a change that broadens your coverage under this edition of our “policy,” but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the change. However if the “policy” is within sixty (60) days of expiration, the broader coverage will not apply until your next “policy” renewal.

VII. WHAT LAW GOVERNS

This “policy” and all disputes arising from the handling of any claim under the “policy” are governed exclusively by state insurance law and Federal common law, as each is applicable, based on the location of your property.

**THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS AND EXCLUSIONS.
PLEASE READ THIS POLICY CAREFULLY.**

PREFERRED EXCESS FLOOD INSURANCE POLICY

THIS "POLICY" COVERS ONLY:

- A. A non-“condominium” residential “building” designed for principal use as a “dwelling” of one to four families and “Other Structures”; or
- B. A single-family “unit” in a “condominium” “building” or apartment.

INSURING AGREEMENT

This excess flood policy together with your Declarations and any endorsements complete this “policy.” We will provide the insurance described in this “policy” in return for payment of the premium and compliance with all applicable provisions of this “policy.”

This “policy” is excess of the Self-Insured Retained Limits shown on your Declarations.

I. DEFINITIONS

- A. In this “policy,” “you” and “your” refer to the insured(s) shown on your Declarations and your spouse, if a resident of the same household. “Spouse” means your marriage partner, domestic partner, or party with whom you have entered into a civil union as recognized under state law. “We,” “us,” and “our” refer to the Company providing this insurance. In addition, certain words and phrases are defined below. When used throughout the “policy,” those defined words will be in quotation marks.

“Flood,” as used in this flood insurance “policy,” means:

1. A general and temporary condition of partial or complete inundation from:
 - a. Overflow of inland or tidal waters;
 - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
 - c. “Mudflow.”
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a “flood” as defined in I.A.1. above.

- B. The following are the other key definitions we use in this “policy”:

1. “Act” means The National Flood Insurance Act of 1968, and any amendments to it.
2. “Actual cash value” means the cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
3. “Additions and alterations” means additions, alterations, fixtures, “improvements,” installations, or other items of real property that pertain to the interior of your “unit” in the “condominium” or apartment “building” at the “residence premises.”
4. “Association” means the entity made up of the “condominium” “unit” owners or housing cooperative homeowners or such other joint, common or cooperative homeownership responsible for the maintenance and operation of:
 - a. Common elements owned in undivided shares by “unit” owners or homeowners; and
 - b. Other real property in which the “unit” owners or homeowners have user rights;
 where membership in the entity is a required condition of “unit” ownership or homeownership.
5. “Base flood” means “flood” having a one percent chance of being equaled or exceeded in any given year.
6. “Basement” means any area of the “building,” including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
7. “Building” means a structure, with four outside rigid walls and a fully secured roof, affixed to a permanent site. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle.
8. “Business” means:

- a. A trade, occupation or profession engaged in on a full-time, part-time or occasional basis; or
- b. Any activity engaged in for money or other compensation.

"Business" does not include "incidental business" or "incidental farming."

- 9. "Contents" means personal property located in the Dwelling or Other Structures shown on your Declarations that you or a "family member" own, or at your option, personal property that is owned by a guest or domestic employee.
- 10. "Cancellation" means the ending of the insurance coverage provided by this "policy" before the expiration date.
- 11. "Condominium" means that form of ownership of real property in which each "unit" owner has an undivided interest in common elements. "Condominium" also means a cooperative form of ownership.
- 12. "Direct physical loss by or from flood" means loss or damage to insured property, directly caused by a "flood." There must be evidence of physical changes to the property.
- 13. "Dwelling" means a "building" designed for use as a residence for no more than four families or a single-family "unit" in a "building" under a "condominium" form of ownership. "Dwelling" also includes a detached garage at the one to four family residence shown on your Declarations used for parking and/or storage only.
- 14. "Elevated Building" means "building" that has no "basement" and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
- 15. "Emergency program" means the initial phase of a community's participation in the "National Flood Insurance Program." During this phase, only limited amounts of insurance are available under the "Act."
- 16. "Enclosure" means an enclosed, walled in area below the lowest floor of an "elevated building."
- 17. "Improvements" means the fixtures, alterations, installations or additions comprising a part of the insured "dwelling" or the apartment in which you reside.
- 18. "Incidental business" means the business of renting to others the Dwelling or any Other Structures at the Residence Premises shown on your Declarations. "Incidental business" also means a business activity, other than farming, conducted in whole, or in part, on your "residence premises" which must:
 - a. Not yield gross revenues in excess of \$10,000 in any year, except for the business activity of managing your or a "family member's" personal investments, regardless of where the revenues are produced;
 - b. Have no employees subject to any workers' compensation, unemployment compensation disability benefits, or other similar laws; and
 - c. Conform to federal, state and local laws.
- 19. "Incidental farming" means a farming activity which meets all of the following requirements:
 - a. The farming activity is incidental to your use of the "residence premises" as your residence;
 - b. The farming activity does not employ others for more than 1,250 hours of farm work during the "policy" period;
 - c. The farming activity does not produce more than \$25,000 in gross annual revenue from agricultural operations; and
 - d. If the farming activity involves the raising and caring of animals, then the farming activity:
 - (1) Does not yield more than \$25,000 in gross annual revenues;
 - (2) Does not involve more than 25 sales transactions during the "policy" period; and
 - (3) Does not involve the sale of more than 50 animals during the "policy" period.
- 20. "Insured" means you or a "family member." "Insured" also means any entity created by you for the sole purpose of owning all or part of a "residence premises" covered under this "policy."
- 21. "Mudflow" means a river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, mudslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not "mudflows."
- 22. "National Flood Insurance Program" or "NFIP" means the program of flood insurance coverage and floodplain management administered under the "Act" and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
- 23. "Other structure(s)" means a structure with four outside rigid walls and a fully secured roof that is affixed to a permanent site and separated from your "dwelling" by a clear space located on the "residence premises." Any structure used for "business" would not be considered an "other structure" with the exception of those used for "incidental business" or "incidental farming."
- 24. "Policy" means the entire written contract between you and us. It includes:

- a. This printed form;
 - b. Your Declarations;
 - c. Any endorsement(s) that may be issued; and
 - d. Any renewal Declarations.
25. "Reconstruction cost" means the lesser of the amount required at the time of the loss to repair or replace a structure at the same location with materials and workmanship of like kind and quality. "Reconstruction cost" does not include a deduction for depreciation or any amount required to comply with the enforcement of any ordinance or law. It also does not include any amount required for the excavation, replacement or stabilization of land under or around a structure.
26. "Residence premises" means the owned "dwelling" and "other structures" and grounds at the address shown on your Declarations.
27. "Short-term rental" means the renting to others of your "dwelling" two or more times in a "policy" period for less than ninety (90) days per rental transaction.
28. "Underlying insurance" means the "NFIP" Standard Dwelling Form including any amendments, replacements, endorsements or renewals that provides the maximum amount of coverage available and is issued by or available from the Federal Emergency Management Agency or a Write Your Own insurance company. It also includes any other insurance which covers "direct physical loss by or from flood."
29. "Unit" means a single-family residence you own or rent in a "condominium" or apartment "building."

II. PROPERTY COVERED

A. PERIL INSURED AGAINST

We insure against "direct physical loss by or from flood," in excess of the Self-Insured Retained Limits shown on your Declarations for your Dwelling, Other Structures, Additions and Alterations and/or Contents shown on your Declarations unless stated otherwise or an exclusion applies.

B. COVERAGE AND LOSS SETTLEMENT

We insure against "direct physical loss by or from flood" in excess of the Self-Insured Retained Limits shown on your Declarations when a coverage limit is shown:

1. Dwelling and Other Structures or Additions and Alterations

For a covered "flood" loss to "dwelling" and "other structures" or "additions and alterations," we will pay the "reconstruction cost" for your "dwelling," "other structures" or "additions and alterations" up to the excess flood coverage limit shown on your Declarations for Dwelling and Other Structures or Additions and Alterations.

2. Contents

- a. The most we will pay for a covered loss to "contents" is the lesser of the amount required to repair or replace the "contents" without application of depreciation up to the limit of the coverage for Contents shown on your Declarations. However, if the "contents" are or were obsolete or unusable as a result of their age or condition, depreciation will be applied.
- b. For a covered "flood" loss to "contents," the "contents" must be located in a "building" shown on your Declarations.
- c. We will only pay the functional value of antiques.
- d. We will pay up to \$10,000 for "contents" used in "incidental business" or "incidental farming" in connection with the Dwelling or Other Structures at the Residence Premises shown on your Declarations.

3. Self-Insured Retained Limit

- a. When a loss is covered under this "policy," we will pay only that part of the loss that exceeds your Self-Insured Retained Limit shown on your Declarations. You may purchase "underlying insurance" to satisfy this limit; however, we will not be liable unless and until a "flood" loss exceeds the Self-Insured Retained Limit shown on your Declarations.
- b. Coverage **II.C. Additional Coverages** does not apply unless and until you sustain a covered "flood" loss under Coverage **II.B.1 – Dwelling and Other Structures or Additions and Alterations, II.B.2 – Contents**; this means you must have sustained a "direct physical loss by or from flood" and the "flood" loss is in excess of the self-

insured retained limit listed on your Declarations for the “residence premises.”

- c. When no “underlying insurance” exists, we will determine whether the loss exceeds your self-insured retained amount as if the “underlying insurance” had been purchased. We will not make any payments until we have determined the loss exceeds your self-insured retained amount.

C. Additional Coverages

The below additional coverages are only applicable if a coverage limit is shown on your Declarations. These coverage limits do not increase the limit of coverage for the Dwelling and Other Structures or Additions and Alterations or Contents shown on your Declarations and are subject to the self-insured retained limit.

1. Loss of Use

- a. If a “flood” loss covered by this “policy” makes the Dwelling or Other Structures at your Residence Premises shown on your Declarations not fit to live in, we will pay no more than the coverage limit shown on your Declarations for Loss of Use. This coverage limit is the most we will pay per “flood” loss for all Additional Living Expenses and Fair Rental Value combined. These limits do not increase the applicable limit of coverage for the Dwelling and Other Structures, Additions and Alterations or Contents coverage limit shown on your Declarations. This coverage only applies if your “dwelling,” “additions and alterations” “other structures” or “contents” sustains a “direct physical loss by or from flood” and the “flood” loss is in excess of the Self-Insured Retained Limit shown on your Declarations.

(1) Additional Living Expense

- (a) If the Residence Premises shown on your Declarations is your primary residence, we will pay the necessary reasonable increase in living expense incurred by you so that your household can maintain its normal standard of living; or
- (b) If the Residence Premises shown on your Declarations is not your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the residence.

We cover this increase for the shortest reasonable amount of time required to restore your “dwelling” or “other structures” to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time for your household to settle elsewhere. However, if you are newly constructing your “dwelling” or an “other structure” or you are constructing “additions and alterations” or renovations to your “dwelling” or an “other structure” at the time of a covered “flood” loss, we will pay only the increase in your usual living expenses incurred by you for the shortest reasonable amount of time required to restore your “dwelling” or “other structure” to its condition prior to the covered “flood” loss. This time-period is not limited by the expiration of this “policy.”

(2) Fair Rental Value

Fair Rental Value is the amount of rent shown on a signed lease agreement less any expenses that do not continue while your “dwelling” or “other structure” is not fit to live in. Payment for Fair Rental Value will be for the shortest reasonable time required to restore your “dwelling” or “other structure” to a habitable condition. This time-period is not limited by the expiration of this “policy.”

(3) Civil Authority

If you are forced by a civil authority to evacuate your “residence premises” as a direct result of:

- (a) A covered “flood” loss or a reasonable threat of a covered “flood” loss to the “residence premises”; or
- (b) If a civil authority prohibits you from use of the “residence premises” as a direct result of a loss to a neighboring premises caused by a “flood,”

we will reimburse you for the reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for up to 30 days. We will also cover any loss in fair rental value for up to 30 days if your “residence premises” is usually held for rental. This time period is not limited by expiration of this “policy.”

2. Loss Not Covered

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

3. Rebuilding to Code

After a covered "flood" loss, we will pay up to the coverage limit listed on your Declarations for Rebuilding to Code coverage for the necessary cost for you to comply with any law or ordinance requiring or regulating the:

- a. Repair, replacement or rebuilding of the damaged portion of your "dwelling," "additions and alterations," or "other structure" made necessary by the covered "flood" loss;
- b. The demolition, replacement or rebuilding of the undamaged portion of your "dwelling," "additions and alterations," or "other structure" necessary to complete the replacement, repair or rebuilding of the damaged portion of your "dwelling," "additions and alterations," or "other structure"; and
- c. The demolition of the undamaged portion of your "dwelling," "additions and alterations" or "other structure" when your "dwelling," "additions and alterations" or "other structure" must be totally demolished, including removal of any resulting debris.

This coverage does not increase the limit of coverage for the Dwelling and Other Structures, or Additions and Alterations shown on your Declarations. This coverage only applies if you choose to repair, rebuild or replace your "dwelling," "additions and alterations" or "other structure" at the loss location.

4. Contents in a Basement or Enclosure

After a covered "flood" loss, we will pay up to the coverage limit listed on your Declarations for Contents in a Basement or Enclosure. This limit does not increase the amount of "flood" coverage for your "contents."

5. Improvements in a Basement or Enclosure

After a covered "flood" loss, we will pay up to the coverage limit listed on your Declarations for Improvements in a Basement or Enclosure. This limit does not increase the amount of "flood" coverage for the Dwelling and Other Structures. However, items such as but not limited to the following are not subject to the Improvements in a Basement or Enclosure limit shown on your Declarations:

- a. Central air conditioners;
- b. Cisterns and the water in them;
- c. Drywall for walls and ceilings in a basement and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
- d. Electrical junction and circuit breaker boxes;
- e. Electrical outlets and switches;
- f. Elevators, dumbwaiters, and related equipment, except for related equipment installed below the "base flood" elevation after September 30, 1987;
- g. Fuel tanks and the fuel in them;
- h. Furnaces and hot water heaters;
- i. Heat pumps;
- j. Nonflammable insulation in a basement;
- k. Pumps and tanks used in solar energy systems;
- l. Stairways and staircases attached to the building, not separated from it by elevated walkways;
- m. Sump pumps;
- n. Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- o. Well water tanks and pumps;
- p. Required utility connections for any item in this list; and
- q. Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a building.

III. PROPERTY NOT COVERED

A. We do not cover loss to the following under this "policy":

- 1. "Contents" not inside a "building";

2. "Contents" or "improvements" in a "building" that are not insured under this "policy";
3. "Contents" or "improvements" in a "basement" or "enclosure," unless a coverage limit is listed on your Declarations for Contents in a Basement or Enclosure or Improvements in a Basement or Enclosure;
4. A "building," and "contents" in it, located entirely in, on, or over water or seaward of mean high tide;
5. Open structures and "contents" in them, including a "building" used as a boathouse or any structure or "building" into which boats are floated, and "contents" located in, on, or over water;
6. Land, land values, lawns, trees, shrubs, plants or growing crops;
7. Underground structures and equipment, including wells, septic tanks, and septic systems;
8. Those portions of walks, walkways, decks, driveways, patios and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured "dwelling," "other structure" or the "building" in which the insured "unit" is located;
9. Animals, birds, or fish, including livestock;
10. Water, including indoor and outdoor pools, ponds, streams and fountains, except water which is normally contained within any type of household plumbing system, but only to the extent of restoring such system;
11. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
12. "Dwelling," "additions and alterations" or "other structures" and all of their "contents" if more than 49% of the "actual cash value" of the "building" is below ground, unless the lowest level is at or above the "base flood" elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
13. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
14. Aircraft or watercraft, or their furnishings and equipment;
15. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to heaters, filters, pumps, and pipes, wherever located;
16. Property not eligible for "flood" insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act and amendments to these acts;
17. "Contents" you own in common with other "unit" owners comprising the membership of a "condominium" "association";
18. "Contents" used in any "business" except in "incidental business" or "incidental farming" as described in **II. PROPERTY COVERED, B. COVERAGE AND LOSS SETTLEMENT, 2. Contents**, paragraph d.;
19. Properties located in the "NFIP" "emergency program" or in communities not participating in the "NFIP";
20. Recreational vehicles, travel trailers, motor homes, mobile homes, mobile offices, temporary buildings, manufactured homes, and manufactured offices, whether affixed to a permanent foundation or on wheels;
21. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
 - a. Used mainly to service the "residence premises," or
 - b. Designed and used to assist handicapped persons,

while the vehicles or machines are inside a "building" at the "residence premises."
22. Money, food stamps, bank notes, bullion, gold or silver platinum medals, scrip, stored value cards and smart cards;
23. Coins, securities, accounts, bills, currency, deeds, evidences of debt, letters of credit, notes other than bank notes, personal records, tickets, passports, manuscripts or other valuable papers and stamps. This applies to these categories regardless of the medium (such as paper or computer software) on which the material exists and includes the cost to research, replace or restore the information from the lost or damaged material;
24. Jewelry, watches, precious and semiprecious stones and furs;
25. Silverware, goldware, pewterware, silver-plated ware, gold-plated ware, platinumware and platinum-plated ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter;
26. Artwork, photographs, collectibles or memorabilia, including but not limited to, porcelain or other figures and sports cards;
27. Golf carts;
28. Explosives, fireworks, guns, firearms and their accessories; or
29. Grave markers or mausoleums.

IV. EXCLUSIONS

A. We only pay for “direct physical loss by or from flood,” which means that we do not pay you for:

1. Loss of revenue or profits;
2. Loss of access to the insured property or “residence premises”;
3. Loss of use of the insured property or “residence premises”;
4. Any additional living expenses incurred while the insured “building” is being repaired or is unable to be occupied for any reason.

Exclusions **A.1.** through **A.4.** above will apply unless coverage is provided under Coverage **II.C.1. – Loss of Use** and a coverage limit is shown on your Declarations.

5. The cost or expense of removing:

- a. Non-owned debris on or in insured property; or
- b. Owned debris anywhere;
6. The cost or expense of moving property to avoid a “flood” loss; protecting your “dwelling,” “other structures” or “contents” from a “flood” loss; or responding to the imminent danger of a “flood” loss; including any loss caused by such actions;
7. The cost or expense of any “association” or civil authority assessments charged against you or your property;
8. Loss from interruption of “business” or production;
9. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris unless coverage is provided under Coverage **II.C.3. – Rebuilding to Code** and a coverage limit is shown on your Declarations; and
10. Any other economic loss you suffer.

B. We do not insure a loss directly or indirectly caused by a “flood” that is already in progress at the time and date:

1. The “policy” term begins; or
2. Coverage is added at your request.

C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by “flood.” Some examples of earth movement that we do not cover are:

1. Earthquake;
2. Landslide;
3. Mudslide;
4. Land subsidence;
5. Sinkholes;
6. Destabilization or movement of land that results from accumulation of water in subsurface land area; or
7. Gradual erosion.

We do, however, pay for losses from “mudflow” and land subsidence as a result of erosion that is specifically covered under our definition of “flood” (see **I.A.1.c.** and **I.A.2.**).

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

1. The pressure or weight of ice;
2. Freezing or thawing;
3. Rain, snow, sleet, hail, or water spray;
4. Water, moisture, mildew, or mold damage that results primarily from any condition:
 - a. Substantially confined to your “dwelling,” an “other structure,” or “unit”; or
 - b. That is within your control, including but not limited to:
 - (1) Design, structural, or mechanical defects;
 - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (3) Failure to inspect and maintain the property after a “flood” recedes;
5. Water or water-borne material that:
 - a. Backs up through sewers or drains;
 - b. Discharges or overflows from a sump, sump pump or related equipment; or
 - c. Seeps or leaks on or through the covered property;

- unless there is a "flood" in the area and the "flood" is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or the seepage of water;
- 6. The pressure or weight of water unless there is a "flood" in the area and the "flood" is the proximate cause of the damage from the pressure or weight of water;
 - 7. Power, heating, or cooling failure unless the failure results from "direct physical loss by or from flood" to power, heating, or cooling equipment on the "residence premises";
 - 8. Theft, fire, explosion, wind, or windstorm;
 - 9. Anything you or any member of your household do or conspires to do to deliberately cause loss by "flood"; or
 - 10. Alteration of the insured property that significantly increases the risk of "flooding."
- E. We do not insure for loss to any "building" or "contents" located on land leased from the Federal Government, arising from or incident to the "flooding" of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.
- F. We do not pay for the testing for or monitoring of pollutants unless required by law or ordinance and a coverage limit for Rebuilding to Code is shown on your Declarations.
- G. We do not cover any cost to correct a malfunction, error, or deficiency in programming or instructions to a computer or in the computer itself; even if such was caused by or relate to a "flood."
- H. We do not cover any loss caused or increased by your intentional acts, including such acts of your spouse or other person who lives with you, or is employed by you. This includes anything you or any member of your household do or conspire to do to deliberately cause loss by "flood"; or any alteration of the insured property that significantly increases the risk of "flooding."
- I. We do not cover any loss caused by your failure to use all reasonable means and diligence to protect property before, during or after a "flood" loss.
- J. We do not cover any loss caused directly or indirectly by war. War includes the following and any consequence(s) of any of the following:
- 1. Undeclared war, civil war, insurrection, rebellion or revolution;
 - 2. Warlike act by a military force or military personnel; or
 - 3. Destruction, seizure or use for a military purpose.

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

- K. We do not cover any loss caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, we do cover ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.
- L. We do not cover any loss caused by any dishonest or criminal act by you or a "family member," or by a person directed by you or a "family member."
- M. We do not cover any loss caused directly or indirectly, regardless of cause or event, whether contributing concurrently or in any sequence to the loss caused by the:

- 1. Discharge;
- 2. Dispersal;
- 3. Seepage;
- 4. Migration;
- 5. Release; or
- 6. Escape;

of pollutants. We do not cover the cost to extract pollutants from water or land, or the cost to remove, restore or replace polluted or contaminated water or land. A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

N. Conditions Suspending or Restricting Insurance

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

V. GENERAL CONDITIONS

A. Insurable Interest

Even if more than one person or party has an insurable interest in the property covered under this “policy,” we will not be liable in any one loss:

1. To an “insured” for more than the amount of such “insureds” interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Policy Term

This “policy” applies only to a covered loss which occurs during the “policy” period.

C. Recovered Property

In the event we pay for a covered loss to property and the property is recovered, we will offer you an opportunity to buy it back for the amount we paid.

D. Changes

1. This “policy” contains all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. Our request for an appraisal or examination will not waive any of our rights.
3. You have a duty to report to us all changes, including additions and deletions, in “policy” information. This includes, but is not limited to, the information listed in paragraphs 1. through 5. of this paragraph, **D. Changes**. If there is a change to the information used to develop the “policy” premium, we may adjust your premium. Changes during the “policy” term that may result in a premium increase or decrease may include:
 - a. The construction of any additions, alterations or renovations to the existing Dwelling or Other Structures shown on your Declarations; or
 - b. Changes in coverage, deductibles or limits.
4. If a change resulting from paragraphs 1., 2. or 3. above, requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
5. If we make a change which broadens coverage under this edition of your “policy” without an additional premium charge, that change will automatically apply to your “policy” as of the date we implement the change in your state. This paragraph 5. does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through the introduction of:
 - a. A subsequent edition of your “policy”; or
 - b. An amendatory endorsement.

E. Pair and Set Clause

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, minus its depreciation; or
2. The amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

F. Fraud or Misrepresentation

This “policy” was issued in reliance upon the information you provided to us when you applied for the “policy.” We may void this “policy” at any time, including after an accident or loss, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. This means that we will not be liable for any loss to property claims that would otherwise be covered.

Any changes we make at your request to this “policy” after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or
3. Engage in fraudulent conduct;

in connection with a requested change, we may void the “policy” or reform it as it existed immediately prior to the requested change. We may do this at any time, including after a loss.

When we have not voided or reformed the “policy,” we may still deny coverage for a loss if you, in connection with the “policy” application, in connection with any requested change, or at any time during the “policy” period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

G. Bankruptcy

Bankruptcy or insolvency of an “insured” will not relieve us of our duties under this “policy.”

H. Death of an Insured

In the event of the death of an “insured,” this “policy” will cover the legal representative of the deceased for the remainder of the “policy” period unless cancelled. We will cover the legal representative of the deceased only with respect to the premises and property of the deceased covered under this “policy” at the time of death.

I. Other Insurance

This “policy” provides coverage that is excess of the self-insured retained limit listed on your Declarations. If you have other primary or excess insurance covering a loss also covered by this “policy,” the insurance afforded by this “policy” shall be in excess of and shall not contribute with such other insurance unless such other insurance is written only as specific excess insurance over the limits of liability of this “policy.” In any event, our duty to cover a “flood” loss does not begin until the amount of such covered “flood” loss exceeds the Self-Insured Retained Limit shown on your Declarations.

J. Amendments, Waivers, Assignment

This “policy” cannot be changed, nor can any of its provisions be waived without our express written consent. No action that we take under the terms of this “policy” constitutes a waiver of any of our rights. You may not assign this “policy.”

K. Cancellation of the Policy

1. You may cancel this “policy” at any time by returning it to us or notifying us in writing of the future date that the “cancellation” is to take effect.
2. We may cancel this “policy” for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on your Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
 - b. When this “policy” has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for any reason by letting you know at least ten (10) days before the date cancellation takes effect.
 - c. When this “policy” has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the “policy”; or
 - (2) If the risk has changed substantially since the “policy” was issued.

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

L. Refunds and Earned Premium

When this “policy” is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata. 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.

However, the total annual premium will be fully earned in the event of a claim which is likely to involve this “policy” or a loss which may be covered by this “policy.”

M. Policy Renewal and Automatic Termination

We may offer to renew this “policy,” at the premiums and under the “policy” provisions in effect on the date of renewal. If you reject our offer, this “policy” will automatically terminate at the end of the current “policy” period. Failure to pay the required renewal premium in full on or before the due date means you have rejected our offer. In connection with the renewal of this “policy,” we may ask you during the “policy” term to recertify, on a Recertification Questionnaire we will provide to you, the rating information used to rate your most recent “policy.”

N. Nonrenewal

We may elect not to renew this “policy.” We may do so by delivering to you, or mailing to you at your mailing address shown on your Declarations, written notice at least thirty (30) days before the expiration date of this “policy.” Proof of mailing will be sufficient proof of notice.

O. Your Duties After a Loss

In the event of a “flood” loss for which coverage may be provided under this “policy,” you or someone acting for an “insured” must:

1. Give prompt written notice to us, any of our agents in this state or your agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of the claim or settlement;
4. Prepare an inventory of damaged property. Show the quantity, description and amount of loss. Attach all bills, receipts, and related documents that justify the figures in the inventory;
5. Provide a copy of the primary flood insurance policy;
6. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to separate examination under oath;
7. Send to us, within sixty (60) days of our request, your signed, sworn proof of loss. The proof of loss must 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 the “policy”;
 - e. Specifications of damaged “buildings” and detailed repair estimates;
 - f. The inventory of damaged “contents”; and
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.
8. At our request, assist us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an “insured”;
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses; and
 - e. Not, except at such “insured’s” own cost, voluntarily make payment, assume obligation or expense to others at the time of loss.
9. With respect to any “short-term rental” activity, you must provide us as often as we reasonably require, with information concerning the number of:
 - a. Rental agreements or contracts entered into by an “insured”; and
 - b. Nights the “residence premises” was occupied, in whole or in part, by tenants. This does not include an

"insured" or any "family member."

- c. You must cooperate with us by executing an authorization to obtain the pertinent data and records regarding the loss, if some authorization is necessary for release of the data or records.

P. No Benefit to Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

Q. Loss Payment

1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the "policy" or is legally entitled to receive payment. Loss will be payable sixty (60) days after we receive your proof of loss (or within ninety (90) days after the insurance adjuster files the adjuster's report signed and sworn to by you in lieu of a proof of loss) and:
 - a. We 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, as provided in **GENERAL CONDITIONS, Appraisal**; and
 - d. You have complied with **Your Duties After a Loss** condition.
2. If we reject your proof of loss in whole, or in part, you may:
 - a. Accept our denial of your claim;
 - b. Exercise your rights under this "policy"; or
 - c. File an amended proof of loss, as long as it is filed within sixty (60) days of the date of the loss.

R. Abandonment

You may not abandon to us damaged or undamaged property insured under this "policy."

S. Appraisal

If you and we fail to agree on the "actual cash value" or, if applicable, "reconstruction cost" of your damaged property to settle upon the amount of loss, then either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within twenty (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 fifteen (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 covered property is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three parties will set the amount of the loss.

Each party will:

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

T. Mortgage Clause

1. If a mortgagee is named in this "policy," any covered loss to your "dwelling" or "other structures" will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named in this "policy," the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.
3. If we decide to cancel or not renew this "policy," we will notify the mortgagee at least thirty (30) days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- 5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

U. Suit Against Us

You agree not to bring legal action against us unless you have first complied with all terms and conditions of this "policy." You also agree to bring any action against us within one year after a loss occurs, but not until thirty (30) days after proof of loss has been submitted to us and the amount of loss has been determined, or within one year after the date the loss has been denied in whole or in part. This requirement applies to any claim that you may have under this "policy" and to any dispute that you may have arising out of the handling of any claim under the "policy."

V. Subrogation

Whenever we make a payment for a loss under this "policy," we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

W. Duplicate Policies Not Allowed

- 1. We will not insure your property under more than one Berkley excess "flood" "policy." If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:
 - a. If you choose to keep in effect the "policy" with the earlier effective date, you may also choose to add the coverage limits of the later "policy" to the limits of the earlier "policy." The change will become effective as of the effective date of the later "policy."
 - b. If you choose to keep in effect the "policy" with the later effective date, you may also choose to add the coverage limits of the earlier "policy" to the limits of the later "policy." The change will be effective as of the effective date of the later "policy."

In either case, you must pay the pro rata premium for the increased coverage limits within thirty (30) days of the written notice. In no event will the resulting coverage limits exceed our permissible limits of coverage or your insurable interest, whichever is less.

We will make a refund to you, of the premium for the "policy" not being kept in effect.

- 2. Your option under **Duplicate Policies Not Allowed** to elect which "policy" to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier "policy." The "policy" with the later effective date must be canceled.

X. Previously Damaged Property

Any payment we make for a covered loss to covered property will be reduced by the amount paid by any insurer, including us, for a previous loss to the same covered property if you failed to properly repair or replace the covered property.

VI. LIBERALIZATION CLAUSE

If we make a change that broadens your coverage under this edition of our "policy," but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the change. However, if the "policy" is within sixty (60) days of expiration, the broader coverage will not apply until your next "policy" renewal.

VII. WHAT LAW GOVERNS

This "policy" and all disputes arising from the handling of any claim under the "policy" are governed exclusively by state insurance law and Federal common law, as each is applicable, based on the location of your property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies coverage under the following:

Excess Flood Insurance Policy

Preferred Excess Flood Insurance Policy

SECTION V. GENERAL CONDITIONS are amended as follows:

A. Fraud or Misrepresentation

This “policy” was issued in reliance upon the information you provided to us when you applied for the “policy.” We may void this “policy” at any time, including after an accident or loss, but not once the policy has been in effect for one year or one policy period, whichever is less, if you:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. This means that we will not be liable for any loss to property claims that would otherwise be covered. Any changes we make at your request to this “policy” after inception will be made in reliance upon information you provide. If you:

1. Make incorrect statements or representations to us with regard to any material fact or circumstance;
2. Conceal or misrepresent any material fact or circumstance; or
3. Engage in fraudulent conduct;

in connection with a requested change, we may deny certain coverage under the policy. This means that we will not be liable for claims or damages in connection with your false statements, misrepresentation or fraudulent conduct. We may do this at any time, including after an accident or loss.

We may still deny coverage for a loss if you, in connection with the “policy” application, in connection with any requested change, or at any time during the “policy” period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation or fraudulent conduct was material to a risk we assumed.

B. Suit Against Us, the first paragraph is replaced by the following:

You agree not to bring legal action against us unless you have first complied with all terms and conditions of this policy. You also agree to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined, or within one year after the date the loss has been denied in whole or in part. However, this one-year period is extended by the number of days between the date proof of loss is submitted and the date the claim is denied in whole or in part.

C. Loss Payment provision is replaced by the following:

Loss Payment

1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the “policy” or is legally entitled to receive payment. Loss will be payable thirty (30) days after we receive your proof of loss (or within ninety (90) days after the insurance adjuster files the adjuster’s report signed and sworn to by you in lieu of a proof of loss) and:
 - a. We reach an agreement with you;
 - b. There is an entry of a final judgment; or
 - (1) There is a filing of an appraisal award with us, as provided in **GENERAL CONDITIONS, Appraisal**; and
 - (2) You have complied with **Your Duties After a Loss** condition.

2. If we reject your proof of loss in whole, or in part, you may:
 - a. Accept our denial of your claim;
 - b. Exercise your rights under this "policy"; or
 - c. File an amended proof of loss, as long as it is filed within sixty (60) days of the date of the loss.

D. Nonrenewal is replaced by the following:

1. If this policy has been in effect for five (5) years or less, we may elect not to renew it for any reason permitted by law. We may do so by mailing to you at your last mailing address known to us written notice containing the reasons for nonrenewal at least thirty (30) days before the expiration date of this policy.
2. If this policy has been in effect for over five (5) years, we may elect not to renew this policy only for the following reasons:
 - a. This policy was obtained by misrepresentation or fraud;
 - b. The risk originally accepted has measurably increased; or
 - c. For any other reason permitted by law.

We will mail to you at your last mailing address known to us written notice containing the reasons for nonrenewal. If we do not renew for reasons **a.** or **b.** above, we will provide at least thirty (30) days' notice before the expiration date of this policy. If we do not renew for reason **c.** above, we will provide at least sixty (60) days' notice before the expiration date of this policy.

E. Your Duties After a Loss, paragraph **8.d.** is replaced by the following:

To secure and give evidence and provide us with the names and addresses of any witnesses; and

F. To Appraisal the following is added:

1. We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:
 - a. You demanded the appraisal; and
 - b. The full amount of the loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INTEREST ENDORSEMENT – EXCESS FLOOD

This endorsement modifies coverage under the following:

Excess Flood Insurance Policy

Preferred Excess Flood Insurance Policy

All provisions and conditions of the policy apply unless they are altered by this endorsement.

Schedule

Additional Interest	Property Details
Name and Address of Person or Organization: <Name of Person/Organization> <Address> <Address> <Address>	[Dwelling at] [Other Structure described as XXXXXXXXXX at] [Additions & Alterations and Contents at][Contents at] [Residence Premises Address Line 1, Line 2, City, State, Zip]]

- I. In addition to any Mortgagee shown on your Declarations, the persons or organizations shown in the Schedule above have an interest in the property at the location shown in the Schedule above as set forth below.
- II. A person or organization shown in the Schedule above as an Additional Interest for Property Coverage has an interest in the “residence premises” at the Location shown in the Schedule above.
- III. If we decide to cancel or not to renew this policy, the persons or entities shown in the Schedule will be notified in writing.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED – EXCESS FLOOD

This endorsement modifies coverage under the following:

Excess Flood Insurance Policy

Preferred Excess Flood Insurance Policy

All provisions and conditions of the policy apply unless they are changed by this endorsement.

Schedule

Individual Names

The individual(s) shown in the Schedule above is added as an additional named insured to this policy and afforded all rights and obligations of a named insured under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTITY ENDORSEMENT – EXCESS FLOOD

This endorsement modifies coverage under the following:

Excess Flood Insurance Policy

Preferred Excess Flood Insurance Policy

Schedule

Entity Name and Mailing Address:

[Entity Name]

[Entity Address Line 1]

[Entity Address Line 2]

[City, State Zipcode]

Information required to complete this Schedule, if not shown above, will be shown on your Declarations.

The following provisions apply with respect to the entity shown in the Schedule:

I. With respect to the provisions of this endorsement the following changes apply to I. DEFINITIONS.

The following is added to definition of "Insured":

If recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction, "Insured" also includes the entity shown in the Schedule, but only for coverage provided by the policy under **II. PROPERTY COVERED**, coverage for "dwelling," "other structures" and "additions and alterations" for that entity if legal title to such property is held by that entity.

II. With respect to the provisions of this endorsement the following changes apply to V. GENERAL CONDITIONS:

A. The following is added to the Cancellation of the Policy condition:

If this policy is cancelled, notice will also be mailed to the entity named in the Schedule above.

B. The following is added to the Nonrenewal condition:

If we elect not to renew this policy, notice will also be mailed to the entity named in the Schedule above.

C. The following conditions are added:

1. Entity Documents

We must be provided, as often as we reasonably request, with copies of the entity documents for the entity shown on your Declarations.

2. Entity Changes And Notification Requirements

We must be notified promptly of any of the following changes related to the entity shown in the Schedule above that occur during the policy period:

Changes in:

- a. The name and mailing address of the entity;
- b. The entity type; or
- c. Status of the entity.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUST ENDORSEMENT – EXCESS FLOOD

This endorsement modifies coverage under the following:

Excess Flood Insurance Policy

Preferred Excess Flood Insurance Policy

Schedule

[Trust Name and Mailing Address:]

[Trust Name]

[Trust Address Line 1]

[Trust Address Line 2]

[City, State Zipcode]

[Trustee Name and Mailing Address:]

[Trustee Name]

[Trustee Address Line 1]

[Trustee Address Line 2]

[City, State Zipcode]

Information required to complete this Schedule, if not shown above, will be shown on your Declarations.

The following provisions apply with respect to the Trust and Trustee(s) named in the Schedule above:

I. With respect to the provisions of this endorsement the following changes apply I. DEFINITIONS:

A. The following is added to definition of “Insured”:

If recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction, “Insured” also includes:

[The Trust named in the Schedule above, but only for coverage provided by the policy under **II. PROPERTY COVERED**, coverage for “dwelling,” “other structures” and “additions and alterations” at the location shown on your Declarations if legal title to such property is held in trust with respect to the Trust named in the Schedule above.]

[The Trustee(s) named in the Schedule above as an “insured,” but only for the coverage provided under **II. PROPERTY COVERED**, coverage for “dwelling,” “other structures” and “addition and alterations” at the location shown on your Declarations and which title to such property is held in trust with respect to the Trustee named in the Schedule above.]

B. The following is added to definition of “business”:

“Business” also includes activities performed as a Trustee in connection with administering the Trust named in the Schedule above.

II. With respect to the provisions of this endorsement the following changes apply to V. GENERAL CONDITIONS:

A. The following is added to the **Cancellation of the Policy condition:**

If this policy is cancelled, notice will also be mailed to the Trustee(s) named in the Schedule above.

B. The following is added to the **Nonrenewal condition:**

If we elect not to renew this policy, notice will also be mailed to the Trustee(s) named in the Schedule above.

C. The following conditions are added:

Trust Documents

We must be provided, as often as we reasonably request, with copies of the trust documents for the Trust named in the Schedule above.

Trust Changes and Notification Requirements

We must be notified promptly of any of the following changes related to the Trust named in the Schedule above that occur during the policy period:

- 1.** Changes in:
 - a.** The name and address of the Trust;
 - b.** The Trustee(s) of the Trust, including the addition or removal of a trustee; or
 - c.** The mailing address of any trustee of the Trust;
- 2.** Termination of the Trust;
- 3.** Death or disability of a trustee; and
- 4.** The grantor (or settlor) of the Trust discontinues residing at the "residence premises."

All other provisions of the policy apply.