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Tenant Policy



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AGREEMENT

We will provide the insurance described in this policy, which includes the Declarations and attached endorsements or schedules, in return for the premium and fees, and compliance with all applicable provisions of this policy.

DEFINITIONS

A. "We", "us" and "our" refer to the Company providing this insurance.

B. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations;
2. The spouse if a resident of the same household;
3. The civil partner of the named insured by Civil Union or Registered Domestic Partnership filed and recognized by the state if a resident of the same household; or
4. A "Domestic partner".

If the spouse or civil partner who has entered into a Civil Union or Registered Domestic Partnership with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or civil partner will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's or civil partner's change of residency;
2. The effective date of another policy listing the spouse or civil partner as a named insured; or
3. The end of the policy period.

C. In addition, certain words and phrases are defined as follows:

1. "Actual Cash Value" means the amount it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.
2. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
 - a.** Liability for "bodily injury" or "property damage" arising out of the:
 - (1) Ownership of such vehicle or craft by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3) Entrustment of such vehicle or craft by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - b.** For the purpose of this definition:
 - (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft, unless the model or hobby aircraft is:
 - (a) Used or designed to carry people or cargo;
 - (b) Used or designed for commercial purposes; or
 - (c) Used in violation of local, state, or federal laws governing the use of aircraft, model aircraft, or unmanned aircraft systems;



- (2) Hovercraft means a self-propelled motorized ground-effect vehicle and includes, but is not limited to, flarecraft and air-cushion vehicles;
 - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (4) Motor vehicle means a "motor vehicle" as defined in **10.** below.
- 3. "Biological deterioration or damage" means damage or decomposition, breakdown, and/or decay of manmade or natural material due to the presence of fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms, puffballs and coral fungi.
- 4. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results. "Bodily injury" does not include emotional distress, mental anguish, humiliation, mental distress or injury, or any similar injury unless the direct result of bodily harm.
- 5. "Business" means:
 - a. A trade, profession or occupation, including self-employment, engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total gross compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".
- 6. "Domestic partner" means a person living with you and sharing a common domestic life and whose relationship resembles a mutually exclusive partnership such as that of a marriage, and:
 - a. Is at least 18 years of age and capable of entering into a legal contract;
 - b. Is not a relative; and
 - c. Shares with you financial interdependence and common residence.
Evidence of such includes, but is not limited to:
 - (1) Joint domestic responsibility for the maintenance of the household;
 - (2) Having joint financial obligations, resources or assets;
 - (3) Documents such as a driver's license, tax returns or bills showing a common address for both parties;
 - (4) Both parties receiving mail at the same address; or
 - (5) A declaration of domestic partnership with that person or similar declaration about that person with an employer or government entity.

A "domestic partner" does not include more than one person, a roommate or housemate whether sharing expenses equally or not, or one who pays rent to you.
- 7. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".



8. "Insured" means:

- a.** You and residents of your household who are:
 - (1)** Your relatives; or
 - (2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative.
- b.** A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1)** 24 and your relative; or
 - (2)** 21 and in your care or the care of a resident of your household who is your relative.
- c.** Under Section II:
 - (1)** With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **8.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
 - (2)** With respect to a "motor vehicle" to which this policy applies:
 - (a)** Persons while engaged in your employ or that of any person described in **8.a.** or **b.**; or
 - (b)** Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

9. "Insured location" means:

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

10. "Motor vehicle" means:

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



11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage".
12. "Professional services" means "bodily injury", "property damage", or added by endorsement, "personal injury" due to the rendering or failure to render any "professional service". This includes but is not limited to:
 - a. Legal, accounting or advertising services;
 - b. Preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Options;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;
 - (7) Designs; or
 - (8) Specifications;
 - c. Supervisory, inspection, engineering, or architectural services;
 - d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
 - e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, personal grooming or tattooing;
 - f. Optometry or optical or hearing aid services, including but not limited to the prescribing, preparing, fitting, demonstrating or distributing of ophthalmic lenses and similar products or hearing aid services;
 - g. Body piercing services;
 - h. Pharmacological services; and
 - i. Any other health or therapeutic service, treatment, advice or instruction.
13. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
14. "Residence employee" means:
 - a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
15. "Residence premises" means:
 - a. The one-family dwelling where you reside;
 - b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or



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c. That part of any other building where you reside;
on the inception date of the policy period shown in the Declarations and which is shown as the "residence premises" in the Declarations.

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

SECTION I — PROPERTY COVERAGES

A. Coverage C — Personal Property

1. Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

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

2. Limit for Property At Other Locations

a. Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C** or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
 - (a) Being repaired, renovated or rebuilt; and
 - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

b. Self-storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C** or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
 - (a) Being repaired, renovated or rebuilt; and
 - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises".

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$2,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.



- c. \$2,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$2,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$2,500 for loss by theft of jewelry, watches, furs, and precious and semiprecious stones. No more than \$1,000 of this special limit will be paid for any one item.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$500 on property, away from the "residence premises", used primarily for "business" purposes.
- j. \$2,500 for loss by theft of cameras (film, digital or video), including accessories. It does not include cameras used in "business".
- k. \$2,500, or the limit shown on the Declarations, for loss by theft of tools not used in "business". This limit does not apply to lawn and garden tools used to service the "residence premises".

4. Property Not Covered

We do not cover:

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

This includes a "motor vehicle's" equipment and parts, whether furnished by the manufacturer or an individual, and whether attached to or separated from the "motor vehicle". However, this Paragraph **4.c.** does not apply to:

- (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
- (2) "Motor vehicles" not required to be registered for use on public roads or property which are:
 - (a) Used solely to service a residence; or
 - (b) Designed to assist the handicapped;
- d. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft, unless the model or hobby aircraft is:

- (1) Used or designed to carry people or cargo;
- (2) Used or designed for commercial purposes; or
- (3) Damaged while used in violation of local, state, or federal laws governing the use of aircraft, model or hobby aircraft, or unmanned aircraft systems;
- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground-effect vehicle and includes, but is not limited to, flarecraft and air-cushion vehicles;



- f. Property of roomers, boarders and other tenants, except property at the "residence premises" of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured";
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **C.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under **Section I — Property Coverages**;
- k. Water or steam; or
- l. House or travel trailers.

B. Coverage D — Loss Of Use

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

1. Additional Living Expense

If a loss covered under **Section I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. Payment will not exceed the actual loss sustained or 24 months from the date of loss, whichever occurs first.

2. Fair Rental Value

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

Payment will be for the shortest time required to repair or replace such premises. Payment will not exceed the actual loss sustained or 24 months from the date of loss, whichever occurs first.

3. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.

4. Loss Or Expense Not Covered

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

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

This coverage does not apply to an "insured's" "business", whether conducted on or off any "insured location".



C. Additional Coverages

These additional coverages are subject to the policy deductible except as noted. In no event will the deductible be applied more than once to any one loss.

1. Debris Removal

a. We will pay your reasonable incurred expense for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for such expense.

b. We will also pay your reasonable incurred expense, up to \$1,000, for the removal from the "residence premises" of:

- (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against under Coverage C.

The \$1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Reasonable Repairs

a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, described in C.4. under Section I — Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or lightning;
- b. Explosion;
- c. Riot or civil commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or malicious mischief;
- g. Theft; or
- h. Collapse of a building.



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We will pay up to 10% of the limit of liability that applies to Coverage **C** for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant.

We do not cover trees, shrubs, plants or lawns:

- a. Grown for "business" purposes; or
- b. That are part of, or a continuation of, a forest, including national forest or wildlife preserve.

This coverage is additional insurance.

4. Fire Department Service Charge

We will pay up to \$1,000 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

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

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. After 30 days the property is covered for direct loss only from a Peril Insured Against named under Coverage **C**.

This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

- a. We will pay up to \$500 for:

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

All loss resulting from a series of acts committed by any one person or groups of persons or in which any one person is concerned or implicated is considered to be one loss. This is regardless of the period of time over which the act occurs.

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

- b. We do not cover:

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



- ## 7. Loss Assessment

- This coverage is excess over other valid and collectible insurance covering the corporation or association of property owners.

- a. The coverage provided under this Additional Coverage — Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage — Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage — Collapse does not apply to:



- (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A part of a building that is standing, even if it has separated from another part of the building; or
 - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
- (1) The Perils Insured Against named under Coverage **C**;
 - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
 - (3) Insect or animal damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
 - (4) Weight of contents, equipment, animals or people;
 - (5) Weight of rain, ice, sleet or snow which collects on a roof; or
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material

- a. We cover:
- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
 - (2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Building Additions And Alterations

The amount of Building Additions And Alterations coverage is shown on the Declarations. It is a percentage of the limit of liability that applies to Coverage **C** and



provides coverage for the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you.

This coverage is additional insurance.

11. Ordinance Or Law

- a.** The amount of Ordinance Or Law coverage is shown on the Declarations. It is a percentage of the limit of liability that applies to Building Additions And Alterations and provides coverage for increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- (1)** The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2)** The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3)** The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b.** You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.
- c.** We do not cover:
- (1)** The loss in value to any covered building or other structure due to the requirements of any ordinance or law;
 - (2)** The costs to comply with any ordinance or law which requires any "insured" or others to replace, repair, regrade, remove, stabilize, change the contour of, or otherwise alter land, unless under or immediately surrounding the damaged building structure; or
 - (3)** The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.
- 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.

The damaged or destroyed building structure must be repaired or replaced at the "residence premises".

This coverage is additional insurance.

12. Grave Markers

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

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

13. Refrigerated Property

If a power interruption occurs, off the "residence premises", we will pay up to a maximum of \$500 for loss of contents in a freezer or refrigerator due to temperature changes. You must use all reasonable means to protect the covered property from damage or this coverage is void.



All Refrigerated Property losses covered under this provision are subject to a \$500 deductible. However, if the same event results in additional covered loss under Section **I** — Property Coverages, and that loss is also subject to a deductible, the largest deductible applicable shall apply once to all covered losses.

14. Biological Deterioration Or Damage Clean Up And Removal

In the event that a covered cause of loss results in "biological deterioration or damage" to property covered under Coverage **C**, we will pay, up to \$10,000 for:

- a.** The cost to clean up, remove and dispose of the "biological deterioration or damage" to covered property;
- b.** The cost to tear out and replace any part of the building or other covered property needed to gain access to the "biological deterioration or damage";
- c.** The cost of testing which is performed in the course of clean up and removal of the "biological deterioration or damage" from the "residence premises", and
- d.** Additional living expenses you may incur, as outlined under Coverage **D** that result from items **a.**, **b.** or **c.** above.

The coverage amount shown on the Declarations for Additional Property Coverage is the most we will pay for loss or costs payable under this Additional Coverage. Such costs are payable only if you report the "biological deterioration or damage" to us within 180 days of having first discovered the "biological deterioration or damage".

The covered cause of loss that causes or results in "biological deterioration or damage" to covered property must have occurred during the policy period.

This is an additional amount of coverage.

15. Inflation Protection Coverage

If the Declarations show this coverage applies, we will adjust the limit of liability on the Declarations for Section **I** — Coverage **C** — Personal Property. The limit of liability will change as the appropriate index, shown on the Declarations, changes.

We will compare the latest available index to the index as of the effective date of this policy. We will adjust the limit of liability by the percentage change in the index. It is further agreed that the premium for this policy at the next anniversary date shall be for the adjusted limits of liability.

If you request a change in the personal property limit of liability, the effective date of this coverage will be amended to the effective date of that change.

This coverage will not reduce our limit of liability during the current policy period below that for which premium has been paid.

SECTION I — PERILS INSURED AGAINST

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in Section **I** — Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail

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

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



3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes model or hobby aircraft, self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

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

This peril does not include loss caused by smoke from agricultural or industrial operations.

8. Vandalism Or Malicious Mischief

This peril does not include loss to property on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days before the loss. A dwelling under construction is not considered vacant.

9. Theft

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

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

(1) Committed by an "insured";

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

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

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

(a) Trailers, semitrailers and campers;

(b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or

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

10. Falling Objects

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. Weight Of Ice, Snow Or Sleet

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

12. Accidental Discharge Or Overflow Of Water Or Steam

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

b. This peril does not include loss:

(1) To the system or appliance from which the water, steam or moisture escaped;



- (2) Caused by or resulting from freezing except as provided in Perils Insured Against **14. Freezing**;
 - (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
 - (4) Caused by continuous or repeated seepage or leakage of water, steam or moisture, or presence or condensation of humidity, moisture or vapor, which occurs over a period of weeks, months or years and results in deterioration, corrosion or rust.
- c.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d.** Section I — Exclusion **3. Water**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

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

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

14. Freezing

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

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

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

- b.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

SECTION I — EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** does not apply



to the amount of coverage that may be provided for in **C.11. Ordinance Or Law** under Section **I — Property Coverages**;

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

This Exclusion **1.** applies whether or not the property has been physically damaged, or if the irritant or contaminant has a function with respect to your property or "business".

2. Earth Movement

Earth Movement means:

- a.** Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b.** Landslide, mudslide or mudflow;
- c.** Subsidence or sinkhole; or
- d.** Any other earth movement including earth sinking, rising or shifting.

This Exclusion **2.** applies regardless of whether any of the above, in **2.a.** through **2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **2.a.** through **2.d.**, is covered.

3. Water

This means:

- a.** Flood, surface water, waves, including tidal wave, tides and tsunamis, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b.** Water which:
 - (1)** Backs up through sewers or drains from outside the dwelling's plumbing system; or
 - (2)** Overflows or is otherwise discharged from a sump, sump pump, related equipment or other system designed to remove subsurface water from the foundation area.
- c.** Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d.** Waterborne material carried or otherwise moved by any of the water referred to in **3.a.** through **3.c.** of this exclusion.

This Exclusion **3.** applies regardless of whether any of the above, in **3.a.** through **3.d.**, is caused by an act of nature or is otherwise caused.

This Exclusion **3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **3.a.** through **3.d.**, is covered.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.



This Exclusion **4.** does not apply to the amount of coverage that may be provided for in **C.13. Refrigerated Property under Section I — Property Coverages.**

5. Neglect

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

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

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

7. Nuclear Hazard

This Exclusion **7.** pertains to Nuclear Hazard to the extent set forth in **M. Nuclear Hazard Clause under Section I — Conditions.**

8. Intentional Acts

Intentional Acts means loss resulting from an act committed by or at the direction of an "insured" that may reasonably be expected to result from such acts, or is the intended result from such acts. Intentional acts include criminal acts.

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

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **C** by order of any governmental or public authority.

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

10. Diminution In Value

Diminution In Value includes, but is not limited to, damages for any perceived or actual reduction in the market value of any property.

11. Increased Hazard

Increased Hazard means any loss occurring while hazard is increased by a means within the control and knowledge of an "insured".

12. "Biological Deterioration Or Damage"

"Biological deterioration or damage" is excluded except as provided in **C.14. Biological Deterioration Or Damage Clean Up And Removal under Section I — Additional Coverages.**

13. Tsunami

Tsunami means loss resulting from a tsunami caused by, but not limited to, any of the following:

- a.** Earth movement, including:
 - (1)** Earthquake;
 - (2)** Volcanic eruption;
 - (3)** Avalanche, rock or ice falls;
 - (4)** Landslides;
 - (5)** Subsidence;



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- whether occurring above or below sea level;
- b.** Asteroids or meteorites; or
- c.** Nuclear explosion.

SECTION I — CONDITIONS

A. Insurable Interest And Limit Of Liability

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

- 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. Deductible

Unless otherwise noted in this policy, the following deductible provision applies:

With respect to any one loss:

- 1.** Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
- 2.** If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.
- 3.** Deductibles may be stated as a specific dollar amount or as a percentage of the limit of liability for the covered property.

C. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if you or an "insured" seeking coverage fail to comply with the following duties:

- 1.** Give prompt notice to us or our agent. If loss is caused by or results from the peril of hail, loss must be reported to us or our agent within 12 months of the loss event;
- 2.** Notify the police in case of loss by theft;
- 3.** Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **C.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section I — Property Coverages;
- 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;
- 6.** 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;
- 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;
 - c.** Make statements to us, including recorded interviews;
 - d.** Submit to examination under oath by our representatives and sign same. Upon request, the exams will be conducted separately and not in the presence of any other persons except the legal representative of the person submitting to the examination under oath, our representatives and a court reporter; and



- e. Preserve any tangible property or evidence;
- 8. 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 interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged property and detailed repair estimates;
 - f. The inventory of damaged personal property described in **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 **C.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I —** Property Coverages, stating the amount and cause of loss.

D. Loss Settlement

Covered property losses are settled at "actual cash value" at the time of loss but not more than the amount required to repair or replace.

E. Loss To A Pair Or Set

In case of loss to a pair or set, we may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between "actual cash value" of the property before and after the loss.

F. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally, except that any fees for expert witnesses or attorneys will be paid by the party who hires them.

Neither the umpire nor the appraisers will have a financial interest that is conditioned on the outcome of the specific matter for which they are called to serve.

This is not a provision providing for or requiring arbitration.

The appraisers and umpire are only authorized to determine the "actual cash value", replacement cost, or cost to repair the property that is the subject of the claim. They are not authorized to determine coverage, exclusions, conditions, forfeiture provisions, conditions precedent, or any other contractual issues that may exist between you and us. The appraisal award cannot be used by either you or us in any proceeding concerning coverage, exclusions, forfeiture provisions, conditions precedent, or other contractual issues. However, once contractual liability is admitted or determined, the appraisal award



is binding upon you and us. This appraisal process and authority granted to the appraisers and the umpire can only be expanded or modified by written mutual consent signed by you and us.

G. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. 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 as insurance.

H. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the date of loss.

I. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

J. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

If we have paid a loss for damage to your real or personal property, we will take appropriate deduction from any payment due for any subsequent loss for damage to the same covered real or personal property, unless you furnish us with proof that the prior damage has been repaired.

K. Abandonment Of Property

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

L. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

M. Nuclear Hazard Clause

1. "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.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.



N. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. After we have paid for a loss, we have the right to all or part of any salvageable property. We may permit you to keep the damaged property but we will reduce the amount of the loss paid to you by the value of the retained damaged property.

O. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

P. Policy Period

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

SECTION II — LIABILITY COVERAGES

A. Coverage E — Personal Liability

If a claim is made or a suit is brought against an "insured" for damages due to an "occurrence" resulting from negligent personal acts or negligence arising out of the ownership, maintenance or use of real or personal property, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice. We may investigate and settle any claim or suit. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage F — Medical Payments To Others

We will pay the reasonable and necessary medical and funeral expenses that are "incurred" within three years from the date of an accident causing "bodily injury". This coverage does not apply to you or regular residents of your household except "residence employees".

As to others, this coverage applies only:

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

SECTION II — EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;



- (2) Rented to others;
 - (3) Used to carry persons or cargo for a fee or compensation; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
- 2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
 - a. In dead storage on an "insured location", which means physically prepared for long-term storage;
 - b. Used solely to service a residence;
 - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place:
 - (a) On an "insured location" as defined in Definition **C.9.a., b., d., e. or h.**; or
 - (b) Off an "insured location" and the "motor vehicle" is:
 - (i) Designed as a toy vehicle for use by children under seven years of age;
 - (ii) Powered by one or more batteries; and
 - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground; or
 - e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to:
 - (1) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (2) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (3) Cross public roads at designated points to access other parts of the golfing facility.

B. "Watercraft Liability"

- 1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a fee or compensation; or
 - d. Used for any "business" purpose.
- 2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;



- b.** Is a sailing vessel, with or without auxiliary power, that is:
 - (1)** Less than 26 feet in overall length; or
 - (2)** 26 feet or more in overall length and not owned by or rented to an "insured"; or
- c.** Is not a sailing vessel and is powered by:
 - (1)** An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a)** 50 horsepower or less and not owned by an "insured"; or
 - (b)** More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2)** One or more outboard engines or motors with:
 - (a)** 25 total horsepower or less;
 - (b)** More than 25 horsepower if the outboard engine or motor is not owned by or rented to an "insured";
 - (c)** More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period and your intent to insure it is reported to us in writing within 45 days after you acquire it; or
 - (d)** More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i)** You declare it at policy inception; or
 - (ii)** Your intent to insure it is reported to us in writing within 45 days after you acquire it.

The coverages in **(c)** and **(d)** above apply for the policy period.

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

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage E — Personal Liability And Coverage F — Medical Payments To Others

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

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a.** Is of a different kind, quality or degree than initially expected or intended; or
- b.** Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. Criminal Acts

"Bodily injury" or "property damage" caused by or resulting from an act or omission that is criminal in nature and committed by an "insured". This exclusion applies regardless of whether the "insured" is actually charged with, or convicted of a crime;

3. "Business"



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

This Exclusion **E.3.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion **E.3.** does not apply to:

(1) The rental or holding for rental of an "insured location":

- (a) On an occasional basis if used only as a residence;
- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) In part, as an office, school, studio or private garage; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

4. "Professional Services"

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

5. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

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

6. War

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

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

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

7. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

8. Sexual Molestation, Corporal Punishment, Physical Or Mental Abuse, Or Harassment

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment, physical or mental abuse, or harassment, including sexual harassment, whether actual, alleged or threatened;

9. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;

10. Environmental Exposures



"Bodily injury", "property damage", or where added by endorsement, personal injury arising out of:

- a. Asbestos or any asbestos-related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving asbestos, its use, exposure, existence, detection, removal, elimination or avoidance or actions arising from a failure to disclose the presence of asbestos;
- b. Electromagnetic emissions or radiation-related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving any electromagnetic emissions or radiation for use, exposure, existence, detection, removal, elimination or avoidance or electrical energy;
- c. Lead or any lead-related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving lead products, their use, exposure, existence, detection, removal, elimination or avoidance; or
- d. Radon or any other radioactive emissions, manmade or natural, or any related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, omission, failure to warn or other duty involving radon or any other radioactive emissions, their use, exposure, existence, detection, removal, elimination or avoidance;

11. Dog

"Bodily injury" arising out of any of the following animals owned by or in the care, custody, or control of an "insured":

- a. The following types of purebred dogs or a mixed breed including one of these types:
 - (1) American Staffordshire Terriers, American Pit Bull Terriers, or Staffordshire Bull Terriers, all commonly known as Pit Bulls;
 - (2) Doberman Pinschers;
 - (3) Rottweilers;
 - (4) Chow Chows; or
 - (5) Presa Canarios;
- b. Wolf hybrids;
- c. Dogs that have been trained to attack persons, property or other animals; or dogs that have been trained to guard persons or property;
- d. Any fighting dog or dog bred for fighting; any dog, used in any manner, as a fighting dog or bred specifically for fighting;
- e. Any dog with a prior history of attacking or biting, causing "bodily injury" to a person or another animal, as established through insurance claims records, or through the records of local public safety, law enforcement or other similar regulatory agency.

This Exclusion **E.11.** does not apply to the following dogs that are in the care, custody or control of an "insured":

- a. Dogs specially trained to assist the handicapped; or
- b. Dogs specially trained to assist law enforcement; however, there is no coverage for a dog engaged in law enforcement duties or activities at the time of an "occurrence";

12. "Biological Deterioration Or Damage"



"Bodily injury" or "property damage" arising out of "biological deterioration or damage" that exceeds the limit of liability shown on the Declarations for "biological deterioration or damage";

13. Contamination Or Pollution

"Bodily injury" or "property damage" or where added by endorsement, personal injury, arising out of any interior or exterior presence, use, discharge, dispersal, release, migration, seepage or escape of:

- a.** Solid, liquid, gaseous, or thermal irritants or contaminants, including smoke (except smoke arising solely from a hostile fire or the sudden and accidental discharge from a fireplace or furnace), vapors, soot, fumes, acids, alkalis, toxic chemicals and wastes, toxic liquids or toxic gases;
- b.** Fuel oil and other petroleum products; or
- c.** Any other waste materials or other irritants, contaminants or pollutants.

Exclusion **E.13.** does not apply to "bodily injury" arising out of routine lawn and garden care of an "insured location".

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability" and, **D.** "Hovercraft Liability" and **E.5.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage E — Personal Liability

Coverage **E** does not apply to:

1. Liability:

- a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section **II** — Additional Coverages;
- b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence"; unless excluded in **a.** above or elsewhere in this policy;

- 2.** "Property damage" to property owned by an "insured". This includes costs or expenses "incurred" by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- 4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a.** Workers' compensation law;
 - b.** Unemployment compensation;
 - c.** Non-occupational disability law;
 - d.** Occupational disease law;
 - e.** Disability benefits;or any similar law;



5. "Bodily injury" or "property damage" for which an "insured" under this policy:
- Is also an insured under a nuclear energy liability policy, including, but not limited to, policies issued by the:
 - Nuclear Energy Liability Insurance Association;
 - Mutual Atomic Energy Liability Underwriters;
 - Nuclear Insurance Association of Canada;or any of their successors; or
 - Would be an insured under such a policy but for the exhaustion of its limit of liability;
6. "Bodily injury" to you or an "insured" as defined under Definition **C.8.a.** or **b.**
This exclusion also applies to any claim made or suit brought against you or an "insured" to:
- Repay; or
 - Share damages with;
- another person who may be obligated to pay damages because of "bodily injury" to an "insured"; or
7. Liability for any of the following:
- Judgments;
 - Costs;
 - Attorney fees; or
 - Claims;
- against an "insured" for punitive or exemplary damages. Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages. In addition, coverage does not apply for restitution, if the result of a criminal court order.

G. Coverage F — Medical Payments To Others

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

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



all whether controlled or uncontrolled or however caused, or any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II — ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

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

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay for "property damage" to property of others caused by an "insured" regardless of legal liability. We will pay up to \$1,000 per "occurrence", but not more than the lesser of the replacement cost or the cost to repair the damaged property.
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".This Exclusion e.(3) does not apply to a "motor vehicle" that:
 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.



D. Loss Assessment

1. We will pay up to the Loss Assessment Coverage limit shown on the Declarations for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. "Bodily injury" or "property damage" not excluded from coverage under Section II — Exclusions; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II — Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the Loss Assessment Coverage limit shown in the Declarations is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. Our total limit for the Loss Assessment Coverage under this policy shall also not exceed the limit shown in the Declarations regardless of whether the loss is covered under Section I, Section II, or both Section I and Section II, of the policy.
5. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II — CONDITIONS

A. Limit Of Liability

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

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

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if the person seeking coverage fails to comply with the following duties. You will help us by seeing that these duties are performed:

1. Give notice to us or our agent as soon as is practical, which sets forth:



- a. The identity of the policy and the named insured shown in the Declarations;
 - b. The time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
 4. 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;
 5. As often as we reasonably require:
 - a. Show us any property and preserve same as long as we request;
 - b. Provide records, data and documents from any source and/or recorded by any method or means that we reasonably request for use in the evaluation or defense of any claim or suit and permit us to make copies of such records, data and documents;
 - c. Make statements to us, including recorded statements;
 - d. Submit to examinations under oath by our representatives and sign same. Upon request by you or us, the examinations under oath will be conducted separately and not in the presence of any other persons except the legal representative of the person submitting to the examination under oath, our representatives and a court reporter; and
 - e. With respect to **C. Damage To Property Of Others** under Section II — Additional Coverages:
 - (1) Submit to us, within 60 days after the loss, a sworn proof of loss;
 - (2) Exhibit the damaged property, if within the "insured's" control;
 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".
- D. Duties Of An Injured Person — Coverage F — Medical Payments To Others**
1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical;
 - b. Authorize us to obtain copies of medical reports and records; and
 - c. Authorize us to speak with any doctor, dentist, or other health care provider who has provided treatment.
 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.
- E. Payment Of Claim — Coverage F — Medical Payments To Others**
- Payment under this coverage is not an admission of liability by an "insured" or us.
- F. Suit Against Us**
1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.



2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

SECTIONS I AND II — CONDITIONS

A. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

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

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

C. Concealment Or Fraud

1. This policy is void as to all "insureds" if you or any other "insured" has concealed or misrepresented any material fact or circumstance which would have caused us not to issue or renew this policy, or caused us to issue or renew this policy at a higher premium.
2. This policy does not provide coverage for all "insureds" if you or any other "insured", either before or after a loss, has:
 - a. Concealed or misrepresented any material fact or circumstance; or
 - b. Committed any fraud or made false statements relating to such loss.

D. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know orally or in writing of the future 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 in the 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:
 - (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 caused us to issue or renew this policy at a higher premium;
 - (2) If the risk has changed substantially since the policy was issued; or
 - (3) If the property or other interest has been transferred to another person, unless the transfer is permissible under the terms of this policy.This can be done by letting you know at least 30 days before the date cancellation takes effect.
- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 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.

E. Renewal

This policy is written for a specific policy period as shown in the Declarations. We may renew it for successive policy periods subject to the following conditions:

- 1. Renewal will be in accordance with the policy forms, rules, rates and rating plan in use by us at the time.
- 2. All premiums, premium installment payments and fees must be paid when due.
- 3. Prior to the expiration of a policy period for which premium has been paid, we will mail a notice to the named insured for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.

F. 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 in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. For nonpayment of renewal premium, coverage will terminate without notice at the end of the last policy period for which premium was paid.

G. Assignment

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

H. Subrogation

When we have paid you for a loss covered under this policy and you receive payment for the same loss from another person, entity or organization, the amount received will be held by you in trust for us and reimbursed to us to the extent of our payment.

An "insured" may, before loss occurs, waive in writing all rights of recovery against any person. The "insured" will provide us with proof of the waiver, when requested by us. If not waived, when we pay a loss, an "insured's" right to recover from someone else is assigned to us up to the amount we paid. An "insured" must protect these rights and cooperate with us in any investigation, settlement, litigation or other action to enforce our subrogation claim.



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Subrogation does not apply to Coverage **F** or Paragraph **C**. Damage To Property Of Others under Section **II** — Additional Coverages.

I. Death

If you die, the following applies:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. "Insured" includes:
 - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

J. Dividends

The first named insured shown in the Declarations is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

K. Optional Payment Of Premium In Installments

The premium for this policy may be paid in installments, under terms and conditions approved where required by the Department of Insurance. For each separate installment payment there may be an installment service charge.

L. Non-sufficient Funds Charge And Late Fees

The company reserves the right to impose a fee for:

1. Any premium that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments.
2. Any reinstatement of the policy if premium payment is received after the cancellation date.

This is under the terms and conditions approved where required by the Department of Insurance.

M. Interest Rate

If a court determines that interest on a judgment, decree, or order for the payment of money is required by law on amounts due and payable under the policy to an "insured", or if it is otherwise determined by us that you are entitled to interest on a payment from us, it will be paid at a rate of two percent per annum, unless another rate is required by law.

N. Applicable Contract Law

The contract law of the state where the policy was issued governs the interpretation of this contract, except for the Mutual Policy Conditions, which shall be governed by the insuring company's state of domicile.

O. Additional Insured Non-occupant

An additional insured may be named in the Declarations. Definition **C.8.**, which defines "insured" is extended to include the person or organization named as an additional insured, but only with respect to Coverage **E** — Personal Liability and Coverage **F** — 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".

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.



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If we decide to cancel or not to renew this policy, the person or organization named in the Declarations will be notified in writing.

This provision does not increase the amount of insurance.

P. Benefits

Subject to applicable eligibility rules, it is agreed that "Nationwide", or an organization which "Nationwide" has contracted with for this purpose, may:

1. Provide "participants" the opportunity to obtain benefits, such as memberships, merchandise, services, seminars, coupons, points, vouchers, gift cards or other things; or
2. Make charitable contributions in recognition of "participants"; and
3. Modify or discontinue Benefits at any time without notice.

The following terms, as defined, are applicable to Benefits:

1. "Participants" means you, or others related by blood, marriage or other legally recognized familial relationship living in the participant's household.
2. "Nationwide" means the company issuing this policy as listed in the Declarations and all affiliated companies.

MUTUAL POLICY CONDITIONS

The following provisions are applicable only to policies issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company.

Nationwide Mutual Insurance Company

Mutual Policy Conditions — If this policy is issued by Nationwide Mutual Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Company's home office in Columbus, Ohio, at 10:00 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.



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Nationwide Mutual Fire Insurance Company

Mutual Policy Conditions — If this policy is issued by Nationwide Mutual Fire Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Fire Insurance Company will be held at the Company's home office in Columbus, Ohio, at 9:30 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning it is not subject to any assessment beyond the premiums required for each policy term.



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IN WITNESS WHEREOF: The company listed in the Declarations has caused this policy to be signed and countersigned as may be required by a duly authorized representative of the company.

Mark Bowen

President

ALLIED Property and Casualty Insurance Company
AMCO Insurance Company
Colonial County Mutual Insurance Company
Harleysville Insurance Company of New Jersey
Nationwide Affinity Insurance Company of America
Nationwide Assurance Company
Nationwide General Insurance Company
Nationwide Insurance Company of America
Nationwide Mutual Fire Insurance Company
Nationwide Mutual Insurance Company
Nationwide Property and Casualty Insurance Company
Titan Insurance Company

Denise Styer

Secretary

ALLIED Property and Casualty Insurance Company
AMCO Insurance Company
Colonial County Mutual Insurance Company
Crestbrook Insurance Company
Depositors Insurance Company
Harleysville Insurance Company of New Jersey
Nationwide Affinity Insurance Company of America
Nationwide Agribusiness Insurance Company
Nationwide Assurance Company
Nationwide General Insurance Company
Nationwide Insurance Company of America
Nationwide Mutual Fire Insurance Company
Nationwide Mutual Insurance Company
Nationwide Property and Casualty Insurance Company
Titan Insurance Company

Amy Stone

President

Depositors Insurance Company

David R. Fyfe

President

Nationwide Agribusiness Insurance Company

FI UAB

President

Crestbrook Insurance Company