

HUMMEL & PLUM INS AGY INC
116 W FRANKLIN ST
PO BOX 877
CIRCLEVILLE, OH 43113-0877

740-477-3311

Policy Number: **WNP 184415H**

EZEQUIEL N MORALES
CELINA SILVA
1282 BELLE MEADE PL
WESTERVILLE OH 43081-1142



WESTFIELD®



WESTFIELD®

About your insurance policy

There are few decisions more important than the insurance protection you choose. The value of your insurance policy with Westfield is the peace of mind that comes in knowing we are here to protect you for covered losses.

Your insurance policy is enclosed. The declarations page is a summary of the coverage and premium for your policy. Please take a moment to review the declarations page. Then, if you have any questions, be sure to contact your Westfield independent agent. Your agent is a knowledgeable and trusted advisor for all of your insurance protection ... auto, home and even business.

Westfield agents work to keep insurance simple by explaining coverage clearly and by recommending practical solutions to reduce risk. Look to your agent as an advocate for your interests.

Every Westfield policy is backed by claims service that is always fast and accurate. You can report a claim whenever it happens, any hour of the day or night, by calling our customer care center at **866.937.2663**. You can also contact your agent to report a claim.

Westfield and your Westfield agent are part of your community. We sponsor programs that promote teen driver safety and academic excellence, because supporting youth is another way we protect your future. To learn more, visit our web site at westfieldinsurance.com.

Much has changed since we wrote our first insurance policy in 1848. What has not is our commitment to *ethical conduct, financial integrity and respect for people*. Westfield's strength and longevity are built on these timeless values.

We appreciate your trust and pledge to always provide the knowledge you need and your best insurance value.

Sincerely,

Edward J. Largent III
President

Sharing Knowledge. Building Trust. ®





Westfield Privacy Notice to US Insurance Customers

Effective: 2024 April 1

We are committed to protecting your privacy. This notice describes the personal information we collect about you and how we use it. This privacy promise applies to all our Westfield US insurance companies.

SUMMARY

- We gather information directly from you¹, from your transactions with us and from outside sources.
- We use your information only to provide insurance to you, to investigate and resolve claims or to improve the products and services we offer.
- We will share your information with the independent agent or insurance broker that you chose.
- We share your information with third-parties who help us deliver services to you.
- *We do not sell your personal information.* We do not share your information with other companies for their marketing purposes.
- We take measures to protect your information while it is in our custody. We require the third-parties who help us to protect your information, too.

INFORMATION WE COLLECT

We collect information about you in order to quote and service your insurance and to investigate and pay claims. This includes:

- Information from your application and other forms (such as your name, address, date of birth, email address, driver's license number and type of vehicle or property).
- Information about your transactions with us, our affiliates or others (such as your insurance coverages, limits and rates, payment and claims history and information needed for billing and payment).
- Information from third parties (such as your driving record, claims history with other insurers and credit information).
- Information about your online interactions with us (such as your IP address, the kind of device you used, the time of your visit to our site and pages visited). We use this information to deliver online services to you and/or to evaluate and improve our services.

We also use de-identified aggregate information to measure readers' interest in and use of various areas of our website and of the programs we administer. Although we may share this aggregate information with third parties, none of this information will allow anyone to identify you or to determine anything personal about you.

INFORMATION ABOUT MINORS

We do not sell to or intentionally communicate with children under the age of 16. We may request specific information about a child from parents in order to properly quote an insurance policy, verify identities or deliver requested transactions. We do not retain information about minors other than what is necessary to deliver requested services.

¹ For a personal lines policy, this could include information from the head of household or other family member buying insurance that covers you. For a commercial lines policy, this could include information from your company's representative.

INFORMATION WE DISCLOSE

We do not sell or rent your personal information. We disclose your information to third-parties only as permitted by law:

- To process transactions that you request or to service your policy.
- To investigate and pay claims.
- To prevent fraud.
- To perform marketing services on our behalf. (We do NOT allow third-parties to use the information they receive from us to market on their own or anyone else's behalf.)
- To comply with legal requirements.

Recipients include employees within our family of insurance companies, claims representatives, insurance agents or brokers, service providers, auditors, consumer reporting agencies, government agencies, law enforcement and the courts.

HOW WE PROTECT YOUR INFORMATION

We restrict access to nonpublic personal information about you to those employees and outside service providers who need to know that information in order to provide our products or services to you. Their use of information is restricted by law, by our employee code of conduct and by written agreements where appropriate. We maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your information.

If you believe you have found a security issue with one of our products or services, please report it to InfosecAlerts@Westfieldgrp.com as quickly as possible. Please describe the issue in as much detail as possible, including the date and time you discovered the issue and how to reproduce the issue. Screenshots and videos can be especially helpful. Please also include your name and contact information in case we need additional detail.

SOCIAL MEDIA AND ONLINE ENGAGEMENT

We sometimes use new technologies, including social media, to communicate with customers, potential customers, employees and potential employees. These sites and applications include things we develop ourselves and certain third-party platforms such as Facebook, X, formerly known as Twitter, LinkedIn or Instagram. Those third-party websites and applications are not operated or controlled by us. When using those services, you may reveal personal information to us and to third parties. Please carefully read the privacy policies of those third-party platforms before posting any non-public information.

Our employees will not use, share or retain your personal information from a social media or other third-party service except as necessary to respond to a specific message or request from you, to provide services to you, or to comply with legal requirements.

FORMER CUSTOMERS

If you end your relationship with us, we will continue to adhere to the policies and practices described in this privacy promise for as long as we have your information.

PRIVACY CONTACT INFORMATION

If you have any questions, concerns or comments about our privacy promise, you may contact us by phone (1-800-552-9139), email (privacy@westfieldgrp.com) or by physical mail to Privacy Officer, Westfield Insurance, One Park Circle, PO Box 5001, Westfield Center, OH 44251.

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IMPORTANT NOTICE TO OUR POLICYHOLDERS

Westfield Insurance Fraud Hot-Line

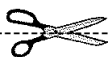
PLEASE READ THIS IMPORTANT INFORMATION

- Fraudulent insurance claims cost us all money.
- Call us if you have information concerning a fraudulent insurance claim.
- All information will be kept confidential.
- Call and discuss your information with a trained investigator, or leave the information anonymously on a telephone answering machine.
- We can all help fight insurance fraud.

AD 8522 (08-10)

**Be a Fraud Buster
1-800-654-6482**

Detach and retain information below for future use.



**Fraud Hot-Line
1-800-654-6482**



**Westfield Center, Ohio 44251
www.westfieldinsurance.com**



**Fraud Hot-Line
1-800-654-6482**



**Westfield Center, Ohio 44251
www.westfieldinsurance.com**



IMPORTANT NOTICE TO OUR POLICYHOLDERS

Please be advised of an upcoming change to our payment terms that may affect how you make your policy payments.

What's Changing?

Effective April 1, 2025, a fee of up to 3% will be applied to all payments made using a credit card, where permissible. This fee is charged by our payment processing vendor to cover credit card processing costs.

How to Avoid the New Credit Card Fee:

We offer several alternative payment methods that do not involve a credit card fee, such as:

- Electronic Funds Transfer (EFT) - direct payment from a checking or savings account. You can set up EFT through MyWestfield or by calling our Billing Team at 800.243.0210, option 2.
- Paying by check or other available payment method other than credit card.

We understand that this change may cause an inconvenience for you, and we appreciate your understanding and continued support as we strive to deliver exceptional service. If you have any questions or concerns, feel free to reach out to our Billing Team at 800.243.0210, option 2 or email billing@westfieldgrp.com.

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AD 94 20 01 25



IMPORTANT NOTICE TO OUR POLICYHOLDERS

ROOF SURFACE RATING

Please read this important information about your Policy

We want to make you aware of an important factor in the rating of your policy. A new rate factor will be applied based on the age and type of roof on your dwelling.

- If the age of your home is less than 15 years old, we will assume the roof age is the same as the home age.
- If the age of your home is 15 years old or greater, we have determined the age from one of several sources.

The age of the roof that is displayed on your Declaration page was determined by one of the following methods:

- From a third party source that provides this information.
- Through a survey completed by you or an insured under your policy.
- At the time of application, from your personal lines insurance agent.

Please refer to the Declaration page under the homeowners rating information section to verify the age that is used is correct.

No action is needed on your part unless the age of your roof is different than the age indicated on the Declaration page. If your roof is replaced at any time, please contact your agent to ensure accurate rating of your policy. Documentation of roof replacement or updates (such as receipts or invoices) should be kept for verification purposes.

If you have any questions regarding this notice or your new policy, please contact your agent who is equipped to answer your inquiries and assist you with any additional needs.

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AMERICAN SELECT INSURANCE COMPANY

10/07/25

IMPORTANT NOTICE TO OUR POLICYHOLDERS

Required Wind/Hail Deductible

Please read this important information about changes to your Homeowner Policy

The following outline of changes is not a policy. It is only intended to be used as a guide to understand the changes made to your policy. You should read your policy and review your Declaration Page for complete information on the coverages that you are provided.

Your wind/hail deductible may have been adjusted to meet the mandatory wind/hail deductible limit.

- A wind/hail deductible has been added or adjusted when your Coverage A and Roof Age meet the following criteria:
 - \$2,500 wind/hail deductible applies if your Coverage A is less than or equal to \$750,000 and age of roof is less than 15 years.
 - \$5,000 wind/hail deductible applies if your Coverage A is less than or equal to \$750,000 and age of roof is greater than or equal to 15 years.
 - \$5,000 wind/hail deductible applies if your Coverage A is greater than \$750,000 and roof age is less than 15 years.
 - \$10,000 wind/hail deductible applies if your Coverage A is greater than \$750,000 and roof age is greater than or equal to 15 years.

Contact your personal lines agent if you have questions regarding this change.

AD 93 89 04 25





IMPORTANT NOTICE TO OUR POLICY HOLDERS

YOUR NEW AUTO IDENTIFICATION CARDS ARE ENCLOSED

PLEASE READ THIS IMPORTANT INFORMATION ABOUT YOUR POLICY

You are required by law to be able to show proof of financial responsibility. To satisfy this law, we have enclosed Certificates of Insurance (I.D. Cards) prescribed by the State. The I.D. Card shows that insurance has been issued for the described vehicle.

Each licensed vehicle listed on the policy will have its own I.D. Card. Please detach it and keep it in the vehicle described at all times.

If your I.D. Card is destroyed or misplaced, immediately contact your Agent for a replacement.

If your insurance policy is no longer in effect, your I.D. Card is no longer valid.

You are required to show proof of financial responsibility:

- Whenever requested by a police officer;
- At all vehicle inspection stops;
- Upon every traffic court appearance;
- After every motor vehicle accident;
- Upon random checks by the Bureau of Motor Vehicles.

Any driver or vehicle owner who **FAILS TO SHOW PROOF OF FINANCIAL RESPONSIBILITY** will face penalties that could include the loss of driving privileges, loss of vehicle registration, fines and special financial responsibility filings made to the State.



AMERICAN SELECT INSURANCE COMPANY

10/07/25

IMPORTANT NOTICE TO OUR POLICYHOLDERS

ADVISORY NOTICE TO PERSONAL AUTOMOBILE POLICYHOLDERS - RECREATIONAL VEHICLE EXCLUSIONS

Please read this important information about changes to your
Recreational Vehicle Policy

The following outline of changes is not a policy. It is only intended to be used as a guide to understand the changes made to your policy. You should read your policy and review your Declaration Page for complete information on the coverages that you are provided.

Part A - Liability Coverage

Exclusion B.5.

- The exclusion is revised to address participating in, competing in, practicing, or preparing for certain events including; racing, speed contest, hill climbing exhibition, stunting, speed or demolition contest or activity. Wording was added to clarify any driving activity conducted on a permanent or temporary racetrack, racecourse, drag strip, or at any location or during any open or closed events, including street racing; or while used in performance testing that is done on a closed road, or a racetrack or a testing facility environment where the insured is not competing.
- This is a reduction in coverage.

Part B - Medical Payments Coverage

Exclusion K.

- The exclusion is revised to address participating in, competing in, practicing, or preparing for certain events including; racing, speed contest, hill climbing exhibition, stunting, speed or demolition contest or activity. Wording was added to clarify any driving activity conducted on a permanent or temporary racetrack, racecourse, drag strip, or at any location or during any open or closed events, including street racing; or while used in performance testing that is done on a closed road, or a racetrack or a testing facility environment where the insured is not competing.
- This is a reduction in coverage.

Part D - Coverage For Damage To Your Recreational Vehicle

Exclusion B.

- Exclusion B. has been revised to include exclusions that were intended to be excluded by the wear and tear, freezing and mechanical breakdown or failure exclusions and determined those should be specifically stated for ease of understanding.
- In addition, added exclusion for hoarding, illegal drug production, manufacturing defects.
- Exclusion C. was added to address when coverage is excluded.
- Exclusion D. was added, excluding damage due to birds, vermin, rodents, insects, or animals.
- This is a reduction in coverage.

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Page 1 of 2



Exclusion M.

- The exclusion is revised to address participating in, competing in, practicing, or preparing for certain events including; racing, speed contest, hill climbing exhibition, stunting, speed or demolition contest or activity. Wording was added to clarify any driving activity conducted on a permanent or temporary racetrack, racecourse, drag strip, or at any location or during any open or closed events, including street racing; or while used in performance testing that is done on a closed road, or a racetrack or a testing facility environment where the insured is not competing.
- This is a reduction in coverage.



AMERICAN SELECT INSURANCE COMPANY

10/07/25

IMPORTANT NOTICE TO OUR POLICYHOLDERS

Auto and Recreational Vehicle Loan/Lease Coverage amendment

PLEASE READ THIS IMPORTANT INFORMATION ABOUT CHANGES TO THIS
COVERAGE

The Loan/Lease coverage has been revised. Loan/Lease coverage, **PA0335**, is an optional coverage, which may be added to your personal auto or recreational vehicle policy. If your policy is a Wespak or Wespak Estate policy, loan/lease coverage is included under section **VI** Additional Coverage, Provision **A.5**.

The following provisions were added to the Loan/Lease Coverage:

- Coverage will be excess over any other collectible sources, including coverage from the lessor or any financial institution.
- Any coverages, charges, and service contracts financed as part of your auto or recreational vehicle purchase, or lease contract will be deducted from the paid claim amount.

The following outline of changes is not a policy. It is only intended to be used as a guide to understand the changes made to your policy. You should read your policy and review your Declaration Page for complete information on the coverages that you are provided.

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W E S P A K P O L I C Y DECLARATIONS PAGE

1 Park Circle, P.O. Box 5001
Westfield Center, OH 44251-5001
www.westfieldinsurance.com

RENEWAL OF POLICY WNP 184415H
EFFECTIVE 11/12/25
SUPERSEDES ANY PREVIOUS DECLARATION BEARING
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WNP 184415H	11/12/25	11/12/26	AMERICAN SELECT INSURANCE COMPANY	3401190	6NM
NAMED INSURED AND ADDRESS			AGENCY		
EZEQUIEL N MORALES CELINA SILVA 1282 BELLE MEADE PL WESTERVILLE OH 43081-1142			HUMMEL & PLUM INS AGY INC TELEPHONE 740-477-3311 PO BOX 877 CIRCLEVILLE OH 43113-0877		

STATEMENT OF PREMIUM HOMEOWNERS SECTIONS II & III WIC ACCOUNT NO. 3470674345
 AUTO SECTIONS IV, V & VI \$1,302.00
 \$1,933.00
 TOTAL PREMIUM FOR THESE POLICY SECTIONS \$3,235.00

PLEASE NOTE: YOUR MORTGAGEE WILL BE BILLED FOR THE HOMEOWNERS PORTION OF THIS POLICY. YOU WILL RECEIVE A SEPARATE MONTHLY BILLING FOR THE AUTO PORTION.

THE POLICY PERIOD BEGINS AND ENDS AT 12:01 AM STANDARD TIME AT THE PREMISES OF THE INSURED LOCATED AT THE ADDRESS STATED HEREIN.

HOMEOWNERS RATING INFORMATION - FRAME, TERRITORY 25, FRANKLIN COUNTY,
 LOCATION FACTOR BASED ON CENSUS TRACT 006990, 1 FAMILY,
 TYPE OF ROOF: ASPHALT/COMPOSITION, ROOF YEAR: 2017, YEAR BUILT: 1976,
 PROTECTION STATUS IS PROTECTED, DISTANCE TO FIRE STATION IS 5 MILES OR LESS,
 SUPPORTING AUTO DISCOUNT APPLIES, LOYALTY DISCOUNT,
 ALARM/PROTECTIVE DEVICES CREDIT,
 BACK-UP OF SEWER OR DRAIN PROTECTIVE DEVICE DISCOUNT, ADVANCE QUOTE DISCOUNT.

HOMEOWNERS COVERAGES
 DEDUCTIBLE - - - \$1500 SECTION II LOSS DEDUCTIBLE APPLIES TO OTHER THAN WINDSTORM
 OR HAIL LOSSES. THE WINDSTORM OR HAIL LOSS DEDUCTIBLE IS \$2,500.
 IN CASE OF LOSS UNDER SECTION II, WE COVER ONLY THAT PART OF THE LOSS
 OVER THE DEDUCTIBLE STATED.

COVERAGE AT THE ABOVE DESCRIBED LOCATION IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN OR A PREMIUM IS STATED.

SECTION II	LIMIT OF LIABILITY	PREMIUMS
A. DWELLING	\$344,500	\$1,122
B. OTHER STRUCTURES	\$34,450	
C. PERSONAL PROPERTY	\$258,375	
D. LOSS OF USE	\$137,800	

SECTION III	
E. PERSONAL LIABILITY	\$300,000 EACH OCCURRENCE
F. MEDICAL PAY. TO OTHERS	\$1,000 EACH PERSON

ADJUSTED BASIC PREMIUM \$1,122.00

ADDITIONAL PREMIUMS OR CREDITS	
BACK-UP OF SEWER OR DRAIN SELECTED LIMIT	\$65
MATCHING OF UNDAMAGED ROOF SURFACE, SIDING OR WINDOWS	\$115
TOTAL ANNUAL PREMIUM	\$1,302.00

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WESPAC POLICY DECLARATIONS PAGE

1 Park Circle, P.O. Box 5001
Westfield Center, OH 44251-5001
www.westfieldinsurance.com

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CREDITS/DISCOUNTS

SILVER LOYALTY DISCOUNT:

8% DISCOUNT APPLIES ON UNIT 01, 02

MULTI-CAR DISCOUNT APPLIES TO UNIT 01, 02

30% PASSIVE RESTRAINT DISC APPLIES TO UNIT 01, 02

15% ANTI-THEFT DEVICE DISC APPLIES TO UNIT 01, 02

5% ANTI-LOCK BRAKING SYSTEM DISCOUNT APPLIES TO UNIT 01, 02

ADVANCE QUOTE DISCOUNT APPLIES TO UNIT 01, 02

UNIT: 001 LOCATION FACTOR BASED ON CENSUS TRACT 006990

UNIT: 002 LOCATION FACTOR BASED ON CENSUS TRACT 006990

VEHICLES COVERED

UNIT	ST	TER	YR	MAKE-DESCRIPTION	VEHICLE ID NUMBER	COST CMP SYM	NEW COL SYM	CLASS
001	OH	153	20	TSLA MODEL 3 STAN	5YJ3E1EA5LF662703	39	54	8AFA50
002	OH	153	18	KIA SPORTAGE LX A	KNDPMCAC6J7472693	23	17	8AEA50

DRIVERS

DRIVER 01	BIRTHDATE	DRIVER 02	BIRTHDATE
EZEQUIEL N MORALES	06/08/97	CELINA SILVA	09/20/97

PERSONAL AUTO INSURANCE IS PROVIDED ONLY WHERE A PREMIUM OR "INCL" IS SHOWN FOR THE COVERAGE

LIMITS OF LIABILITY

				UNIT	PREMIUMS	
					1	2
SECTION-IV						
G. LIABILITY						
BODILY INJURY-	\$100,000	EA PERSON	\$300,000	EA ACC	112	142
PROPERTY DAMAGE-	\$100,000	EACH ACCIDENT			171	218
H. MEDICAL PAYMENTS-	\$5,000	EACH PERSON			18	22
SECTION-V						
UNINSURED/UNDERINSURED MOTORISTS						
BODILY INJURY-	\$100,000	EA PERSON	\$300,000	EA ACC	22	22
SECTION-VI						
K. DAMAGE TO YOUR AUTO						
OTHER THAN COLLISION-	ACV LESS	\$500 DED			223	169
WITH FULL COV	SAFETY GLASS					
COLLISION-	ACV LESS	\$500 DEDUCTIBLE			499	297

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PERSONAL AUTO INSURANCE IS PROVIDED ONLY WHERE A PREMIUM OR "INCL" IS SHOWN FOR THE COVERAGE

LIMITS OF LIABILITY		PREMIUMS	
	UNIT	1	2
\$100 ROADSIDE ASSISTANCE		9	9
WESPAK AUTO PACKAGE COVERAGES:		INCL	INCL
\$5,000/\$2,000 DEATH BENEFIT			
\$500 PERSONAL CONTENTS COVERAGE			
\$150 PER DAY/\$600 MAX. TRIP INTERRUPTION COVERAGE			
LOAN/LEASE COVERAGE			
\$1,000 LIMITED CUSTOMIZING EQUIPMENT COVERAGE			
\$2,500 AIRBAG REPLACEMENT COVERAGE			
\$150 LOCKSMITH SERVICE			
1-YEAR REPLACEMENT COST ON NEW AUTOS			

TRANSPORTATION EXPENSES- \$40 PER DAY/\$1200 MAXIMUM INCL INCL

TOTAL PREMIUM BY UNIT 1054 879

SECTION IV, V, VI TOTAL PREMIUM \$1,933.00

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APPLICABLE FORMS

WN5034 01/25* H02025 09/15 H00496 08/05 H00495 11/18 H02040 07/23

FORM #- DATE- UNITS

WN5034 01/25 001, 002

FORM #- DATE- UNITS

PA1345 07/05 001, 002

FORM #- DATE- UNITS

PA0482 02/20 001, 002

FORM #- DATE- UNITS

ADDITIONAL INTERESTS

MORTGAGEE

NATIONSTAR MORTGAGE LLC
ISA0A
PO BOX 7729
SPRINGFIELD OH 45001-7729
LN#0689800282

LOSS PAYEE FOR UNIT #001

KEMBA FINANCIAL
KEMBA FINANCIAL
555 OFFICENTER PL
COLUMBUS OH 43230-5314

00323500P15000000000P0000000000P000

HUMMEL & PLUM INS AGY INC

10/06/25

AUTHORIZED REPRESENTATIVE

DATE

IN WITNESS WHEREOF, THIS COMPANY HAS CAUSED THIS POLICY TO BE SIGNED BY ITS
PRESIDENT AND SECRETARY AND COUNTERSIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF
THE COMPANY IF REQUIRED BY LAW.

Kathleen G. Smith
Secretary

Edward J. Rungt III President





W E S P A K P O L I C Y
SCHEDULE PAGE

1 Park Circle, P.O. Box 5001
Westfield Center, OH 44251-5001
www.westfieldinsurance.com

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SCHEDULE OF ADDITIONAL COVERAGES

BACKUP OF SEWERS OR DRAINS

LIMIT OF LIABILITY IS \$ 10000, NON-ELECTRICAL BACK-UP SUMP PUMP DISCOUNT.

MATCHING OF UNDAMAGED ROOF SURFACE, SIDING OR WINDOWS

LIMIT OF LIABILITY IS \$ 20000.

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Your WESPAK® Policy is a **legal contract** between you and this company. **READ YOUR POLICY CAREFULLY.** This Quick Reference provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.**

YOUR WESPAK POLICY QUICK REFERENCE

	DECLARATIONS PAGE Your Name Location of Your Residence Policy Period Coverages Amounts of Insurance Deductible	Beginning On Page
SECTION I GENERAL PROVISIONS FOR ALL SECTIONS	AGREEMENT DEFINITIONS EXCLUSIONS CONDITIONS DUTIES AFTER LOSS	2 2 6 6 11
SECTION II PROPERTY (OTHER THAN AUTO)	COVERAGES ADDITIONAL COVERAGES PERILS INSURED AGAINST EXCLUSIONS CONDITIONS	13 16 22 24 26
SECTION III PERSONAL LIABILITY (OTHER THAN AUTO)	COVERAGES ADDITIONAL COVERAGES EXCLUSIONS CONDITIONS	29 29 32 37
SECTION IV AUTO LIABILITY	COVERAGES ADDITIONAL COVERAGES EXCLUSIONS CONDITIONS	37 38 38 41
SECTION V UNINSURED AND UNDERINSURED MOTORISTS		See State Endorsement
SECTION VI DAMAGE TO YOUR AUTO	COVERAGES ADDITIONAL COVERAGES EXCLUSIONS CONDITIONS	42 43 46 48



OHIO WESPAK COMBINED POLICY

SECTION I GENERAL PROVISIONS

(APPLICABLE TO ALL SECTIONS OF THIS POLICY)

AGREEMENT

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

The application for this policy is incorporated herein and made a part of this policy. When we refer to the policy, we mean this document, the application, your Policy, and any applicable endorsements. The insured agrees that all of the statements in the application for this policy are his or her statements and constitute warranties. The insured agrees that this policy is issued in reliance upon the truth of the insured's warranties in the application. If it is determined that any warranty made in the application is incorrect, this policy shall be void back to the date of inception upon return of the policy premium.

DEFINITIONS

A. In this policy, "you" and "your" refer to:

1. The "**named insured**" shown in the Declarations; and
2. The spouse if a resident of the same household.

If a spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "**you**" and "**your**" under this policy, earlier of:

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

"We", "us" and "our" refer to the Company

B. Other words and phrases are defined. They are bold italics when used.

1. "**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 not used or designed to carry people or cargo;

- (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 11. below.

2. "**Bodily injury**" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "**Bullying**" means a form of violence which includes attack or intimidation causing:

- a. Fear, distress, or harm that is either physical, verbal, or psychological/relational; and

- b. Which can result in physical injury, social and emotional distress, and even death; whether or not expected or intended by an **insured**.
4. **"Business"** means:
- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no **insured** receives no more than \$2,000 in total compensation for the 12 months before the inception date of the policy;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform that activity;
 - (3) Providing home day care services for which no compensation is received other than mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an **insured**.
5. **"Collision"** means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object. However, loss caused by the following is considered other than **collision**.
- a. Missiles or falling objects;
 - b. Contact with bird or animal; or
 - c. Breakage of glass. If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

Other than **collision** also includes, but is not limited to, loss caused by:

- a. Fire;
- b. Theft or larceny;
- c. Malicious mischief or vandalism;
- d. Explosion or earthquake;
- e. Windstorm;
- f. Hail, water, or flood; and
- g. Riot or civil commotion.

- 6. **"Electronic Aggression"**. Aggression included but not limited to harassment or **bullying** committed:
 - a. By means of electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a weblog; or
 - b. By other electronic means, including but not limited to email, instant messaging, or texting messaging.
 - 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. **"Family member"** means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward, foster child or any person under the age of 21 who is in your care or the care of any **family member**.
 - 9. **"Insured"** means:
 - a. You and any **family member**, unless otherwise defined;
 - 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 a **family member**; or
 - (2) 21 and in your care or the care of a **family member**.
 - c. Under Section III
- "Insured"** also means:
- (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 **family members**. **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;
 - (2) With respect to a **motor vehicle** to which this policy applies:

- (a) Persons while engaged in your employ or the employment of any **family member**; or
- (b) Other persons using the vehicle on an **insured location** with your consent.

Under both Section II and III, when the word **an** immediately precedes the word **insured**, the words **an insured** together mean one or more **insureds**.

10. "**Insured location**" means:

- a. The **residence premises**;
 - b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in 10.a. or 10.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.

11. "**Motor Vehicle**" means:

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

12. "**Newly acquired auto**":

- a. **Newly acquired auto** means any of the following types of vehicles you become the owner of during the policy period:

- (1) A private passenger auto; or
- (2) A pickup or van, for which no other insurance policy provides coverage, that:

- (a) Has a Gross Vehicle Weight rating of 13,500 lbs. or less; and
- (b) Is not used for the delivery or transportation of goods and materials unless such use is incidental to your **business** of installing, maintaining or repairing furnishings or equipment.

- b. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.

- (1) For any coverage provided in this policy except coverage for Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a **newly acquired auto** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- (2) Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (a) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.



- (b) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.
- (3) Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (a) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (b) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.
- 13. **"Occupying"** means:
 - a. In;
 - b. Upon; or
 - c. Getting in, on, out or off.
- 14. **"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**.
- 15. **"Property damage"** means physical injury to, or destruction of, or loss of use of tangible property.
- 16. **"Residence employee"** means:

- a. An employee of an **insured** or an employee leased to an **insured** by a 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.

17. **"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
- c. That part of any other building where you reside;

on or within 60 days of the effective date of the policy period shown in the Declarations and which is shown as the **residence premises** in the Declarations;

on or within 60 days of the inception date of coverage on your newly acquired dwelling which is shown as the **residence premises** in the Declarations; or

on or within 60 days of completion of a newly constructed dwelling which is shown as the **residence premises** in the Declarations.

Should you cease to reside at the dwelling or building, and your policy renews, the dwelling or building will not be considered your **residence premises** in the renewal policy period.

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

18. **"Roof Surface"** means:

- a. The exterior roofing material exposed to the weather including, but not limited to shingles, wood shake, slate, tiles and metal panels; and
- b. All roof components including, but not limited to ridge vents, valleys, chimney caps, flashing, skylights and roof vents.

19. **"Temporary substitute auto"** means any auto or **trailer** you do not own while used as a substitute for **your covered auto** which is out of normal use because of its:

- a. Breakdown; d. Loss; or
 - b. Repair; e. Destruction.
 - c. Servicing;
20. **"Trailer"** means a vehicle designed to be pulled by a:
- a. Private passenger auto; or
 - b. Pickup or van.

However, a **trailer** does not include a mobile home or any vehicle used as an office, store, display, residence or passenger conveyance.

21. **"Your covered auto"** means:

- a. Any vehicle shown in the Declarations as subject to this policy form.
- b. A **newly acquired auto**.
- c. Any **trailer** you own.
- d. Any **temporary substitute auto**.

This Provision 21.d. does not apply to Coverage K - Damage To Your Auto.

22. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

EXCLUSIONS

We do not provide coverage for:

- A. Loss, **bodily injury** or **property damage** caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose and including any consequence of any of these.

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

- B. Loss due to or as a consequence of **Nuclear Hazard**.

- 1. **"Nuclear hazard"** means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused.
- 2. Loss caused by the **nuclear hazard** shall 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 in Section II.
- 3. This policy does not apply under Section II to loss caused directly or indirectly by **nuclear hazard**, except that direct loss by fire resulting from the **nuclear hazard** is covered.

- C. **Bodily injury** or **property damage** for which an **insured** as defined in Section III - Coverage E and Section IV - Coverage G.

- 1. Is an **insured** under a nuclear energy liability policy; or
- 2. Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- 1. Nuclear Energy Liability Insurance Association;
- 2. Mutual Atomic Energy Liability Underwriters; or
- 3. Nuclear Insurance Association of Canada.

- D. Medical Payments for any **insured** as defined in Coverage F and Coverage H for **bodily injury** from or as a consequence of the following, whether controlled or uncontrolled or however caused:

- 1. Nuclear reaction;
- 2. Nuclear radiation; or
- 3. Radioactive contamination.

CONDITIONS

- A. **Appraisal**

If under Section II or VI, 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.

1. Each party will pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

B. Assignment Or Transfer Of Your Interest In This Policy

1. Assignment of this policy will not be valid unless we give our written consent.
2. Your rights and duties under this policy may not be assigned without our written consent.

C. Bankruptcy

Bankruptcy or insolvency of an **insured** shall not relieve us of any of our obligations under this policy.

D. Change And Waiver

1. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. The premium for your property and each of **your covered autos** is based on information we received from you or from other sources. You agree to cooperate with us in determining if this information is correct and complete, and you agree to notify us if any of this information changes during the policy period.

To properly insure your property, other than auto, you must promptly notify us when:

- a. You make improvements to your **residence premises** estimated to be in excess of \$5,000; or
- b. You alter the use of your **residence premises** to include a **business** that was not present or revealed at the inception date of the policy.

To properly insure **your covered auto**, you must promptly notify us when:

- a. You acquire an additional or replacement auto; or
 - b. Any drivers are added to or leave your household.
 - c. You change the location where **your covered auto** is principally garaged.
3. Changes during the policy period that may result in premium adjustment during

the policy period are included in our rules and rates. These include, but are not limited to:

- a. Changes to the value of your **residence premises** as the result of improvements and betterments;
 - b. Changes in the number, type, use or garaging of **your covered autos**;
 - c. Changes in operators using **your covered autos**, their ages or marital status;
 - d. A **family member** obtaining a driver's license;
 - e. Changes in coverage, deductibles or limits of liability.
4. If a change resulting from 2. or 3. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
 5. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph D.5. 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:
 - a. A subsequent edition of your policy; or
 - b. An Amendatory Endorsement.

E. Conformity To Law

If any provision of this policy fails to conform to the legal requirements of the State listed in the Declarations in which your **residence premises** is located, that provision shall be deemed amended to conform to such legal requirements. All other provisions of this policy not in conflict with the legal requirements in the State in which your **residence premises** is located shall apply.

F. Death

If you die, coverage will be provided for:

1. The surviving spouse if a resident of the same household at the time of death;
2. Any **family member** at the time of death;
3. Your legal representative, but only with respect to:

- a. Your premises and property covered under this policy at the time of your death;
- b. Legal responsibility to maintain or use ***your covered auto***; and
- c. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

However, this will only apply until the end of the policy period.

G. Deductible

Unless otherwise indicated in this Policy, the deductible shown in the Declarations Page shall be deducted from the amount of the loss. If an accident or ***occurrence*** results in a loss under more than one section of the policy or to more than one ***your covered auto*** under Section VI, only one deductible shall apply. This shall be the highest deductible amount under any one coverage applicable to the accident or ***occurrence***.

H. Concealment, Fraud or Misrepresentation

This insurance was issued in reliance on the information provided in your insurance application or otherwise requested from you.

With respect to the ***insureds*** covered under this policy, we do not provide coverage if one or more ***insureds*** have:

1. Before a loss; or
2. After a loss and with intent to defraud;

concealed or misrepresented any fact or circumstance relating to this insurance.

1. We may void coverage under this policy if you or an ***insured*** have concealed or misrepresented any fact or circumstances, or engaged in fraudulent conduct at the time application was made for insurance or at any other time during the policy period.
2. We may void this policy or deny coverage for an ***occurrence*** or loss if you or an ***insured*** have concealed or misrepresented any fact or circumstances, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.
3. We may void this policy for fraud or material misrepresentation even after an ***occurrence*** or loss. This means we will not be liable for any claims or damages, which would otherwise be covered.

4. No person who engages in fraudulent conduct shall be entitled to receive payment for a claim under this policy.
5. If we void this policy, it shall be void from its inception as if the policy never took place.

I. Loss Payee Clause

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee or additional insured shown in the Declarations. This insurance, with respect to the interest of the loss payee or additional insured shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of ***your covered auto***. However, we reserve the right to cancel or nonrenew the policy as permitted by policy terms and any cancellation or nonrenewal shall terminate this agreement as the loss payee's or additional insured's interest.

We will give the same notice of cancellation or nonrenewal to the loss payee or additional insured shown in the Declarations as we give to you.

When we pay the loss payee or additional insured, we shall to the extent of payment, be subrogated to the loss payee's or additional insured's rights of recovery.

J. No Benefit To Bailee

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

K. Owned Auto

For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

L. Policy Period

This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

M. Policy Territory

The policy territory for Section II and Section III is worldwide unless stated otherwise in this policy.

The policy territory for Section IV, Section V and Section VI is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

N. Subrogation

If we make a payment under this policy and:

1. The person to or for whom payment was made has a right to recover damages from another; we shall be subrogated to that right.

That person shall do:

- a. Whatever is necessary to enable us to exercise our rights; and
- b. Nothing after loss to prejudice them.

However, our rights in this paragraph do not apply to Section VI Coverage K, against any person using **your covered auto** with the express or implied permission of you or any **family member** while within the scope of such permission granted.

- a. Our rights in Paragraph 1. do not apply to Underinsured Motorists Coverage if we:

- (1) have been given written notice of a **tentative settlement**; and
- (2) fail to advance payment to the **insured** in an amount equal to the **tentative settlement** within 30 days after receipt of notification.

If we advance payment to the **insured** in an amount equal to the **tentative settlement** within 30 days after receipt of notification:

- (1) that payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage.
- (2) we also have a right to recover the advanced payment.

However, in the event of a **settlement agreement**, we shall be entitled to recovery under Paragraphs 1. and 2. only for amounts which exceed the limit of bodily injury liability bonds or policies applicable

to the owner or operator of the **underinsured motor vehicle**.

"Tentative settlement" and **"settlement agreement"** as defined in Section V also apply to this part.

2. The person to or for whom payment is made recovers damages from another, that person shall:
 - a. Hold in trust for us the proceeds of the recovery; and
 - b. Reimburse us to the extent of our payment less reasonable attorneys' fees, costs and expenses incurred by that person in collecting our share of the recovery.
3. If recovery is made by an **insured** under this policy from a liable party without our written consent, the **insured's** right to payment under any affected coverage will no longer apply.
4. You, or any person insured under this policy may waive in writing prior to a loss any or all right of recovery against any party for loss to the property covered in Section II.

O. Suit Against Us

No legal action shall be brought against us unless there has been compliance with all the provisions of the policy. In addition, no legal action shall be brought against us:

1. Under Coverage E and Coverage G, until the obligation of the **insured** has been determined by final judgment or written agreement signed by us; or
2. Under Section II, unless the action is started within two years after the date of loss or damage.

No person or organization shall have any right under this policy to join us as a party to any action to determine the liability of any **insured**.

P. Termination

1. Cancellation

This entire policy may be cancelled during the policy period as follows:

- a. A **named insured** shown in the Declarations may cancel at any time by giving us written notice on or in advance of the date cancellation is to take effect.
- b. We may cancel by mailing you written notice, at your mailing address shown in the Declarations:

- (1) At any time, at least 10 days before the date cancellation takes effect if we cancel because you have not paid the premium.
 - (2) At least 30 days before the cancellation takes effect in all other cases.
- c. After this policy has been in effect for 60 days or more, or if this is a renewal policy, we will cancel only:
- (1) For nonpayment of premium;
 - (2) If your driver's license or that of a driver who lives with you or who customarily uses **your covered auto** has been suspended or revoked. This must have occurred:
 - (a) During the policy period; or
 - (b) Since the last anniversary of the original effective date if the policy period is other than one year.

However, in the event that the driver's license of any driver who lives with you or who customarily uses **your covered auto** has been suspended or revoked, we may issue an endorsement providing that coverage will not be afforded to that named person;
 - (3) If fraud, concealment or misrepresentation was made by the **insured** to us of any material fact in the procurement or renewal of the insurance or in the submission of claims.
 - (4) Evidence of arson exists;
 - (5) If the risk has changed substantially since the policy was issued; or
 - (6) If we offer to write a new policy through any Westfield affiliated company providing the same coverages afforded by this policy.

2. Nonrenewal

We may elect not to renew this policy. We may do so by mailing you written notice, at your mailing address shown in the Declarations, at least 30 days before the end of the policy period.

We have the right to nonrenew this policy only on each anniversary of its original effective date.

3. Other Termination Provisions

- a. We may deliver any notice instead of mailing it.
- b. Proof of mailing of any notice shall be sufficient proof of notice.
- c. The effective date of cancellation stated in the notice shall be the end of the policy period.
- d. If a policy is cancelled, you may be entitled to a premium refund. If any refund due is not included with the cancellation notice, we will send it to you prior to the effective date of cancellation stated in the notice. However, making or offering to make a refund is not a condition of cancellation.
- e. We will give the same advance notice of cancellation or nonrenewal to any Loss Payee, Mortgagee or Additional Insured who is named in the Declarations as we give to you.
- f. If you obtain other insurance on any **your covered auto**, any similar insurance provided by this policy will terminate as to that **your covered auto** on the effective date of the other insurance.

Q. Two Or More Auto Policies

If this policy and any other auto insurance policy issued to you by us, or by any of our affiliated companies, apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

R. Underwriting Information

You shall provide us upon request all information necessary to properly underwrite and rate this policy.

S. Loss Mitigation And Other Items

Periodically and in our sole discretion, **we** may provide you, or allow others to provide you, with:

1. Items, memberships, special offers, merchandise, services, classes, seminars or other things of value designed to help you or other persons insured under this policy manage the risks you or they face, including, but not limited to, loss reduction or safety-related items; or

2. Items, memberships, special offers, merchandise, services, classes, seminars or things of any other type that we think may be of value to you or someone else insured under this policy.

These items, memberships, special offers, merchandise, services, classes, seminars or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers and gift cards.

DUTIES AFTER LOSS

A. Duties Applicable To Section II

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an **insured** seeking coverage or a representative of either.

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card company or access device company in case of loss under Additional Coverage F Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money coverage;
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. 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;
6. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another **insured**, and sign the same;
7. Send to us, within 60 days after our request, your signed sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interest of the **insured** and all others in the property involved and all liens on the property;

- c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in **A.5.** 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 Additional Coverage F. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money coverage, stating the amount and cause of loss.
8. Cooperate with us in the investigation of a claim.

B. Duties Applicable To Section III

1. Duties After An 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 your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- a. Give written notice to us or our agent as soon as practical, which sets forth:
 - (1) The identity of the policy and the **named insured** shown in the Declarations;
 - (2) Reasonably available information on the time, place and circumstances of the **occurrence**; and
 - (3) Names and addresses of any claimants and witnesses;
- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;



- c. Promptly forward to us every notice, demand, summons or other process relating to the **occurrence**;
 - d. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right to contribution or indemnity against any person or organization who may be liable to an **insured**;
 - (3) With the conduct of suits and hearings and trials; and
 - (4) To secure and give evidence and obtain the attendance of witnesses;
 - e. With respect to C. Damage To Property Of Others under Section III - Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property if in an **insured's** control;
 - f. 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**.
2. **Duties Of An Injured Person - Coverage F - Medical Payments To Others**
- a. The injured person or someone acting for the injured person will:
 - (1) Give us written proof of claim, under oath if required, as soon as practical; and
 - (2) Authorize us to obtain copies of medical reports and records.
 - b. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

C. Duties Applicable To Section IV, Section V And Section VI

In case of an accident or loss, the following duties that apply shall be performed. You shall cooperate with us in seeing that these duties are performed.

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- 1. Promptly give notice to us or to our agent, and in the event of theft to the police. Notice shall include:
 - a. The identity of the policy and the **insured**;
 - b. Reasonably available information on the time, place and circumstances of the accident or loss; and
 - c. The names and addresses of injured persons, claimants and witnesses.
- 2. A person seeking coverage must:
 - a. Cooperate with us in the the investigation, settlement or defense of claim or suit;
 - b. Promptly send us copies of notices or other legal papers received in connection with the accident or loss.
 - c. Submit, as often as we reasonably require:
 - (1) To physical exams by physicians we select. We will pay for these exams.
 - (2) To examination under oath and subscribe the same.
 - (3) To recorded statements.
 - d. Authorize us to obtain:
 - (1) Medical records; and
 - (2) Other pertinent records.
 - e. Submit a proof of loss when required by us.
- 3. A person seeking Uninsured or Underinsured Motorists Coverage must also:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if suit is brought.
- 4. A person seeking Damage to Your Auto Coverage must also:
 - a. Take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay reasonable expenses incurred to do this; and
 - b. Permit us to inspect and appraise the damaged property before its repair or disposal.

SECTION II PROPERTY (OTHER THAN AUTO)

SECTION II - PROPERTY COVERAGES

A. COVERAGE A - Dwelling

1. We cover:
 - a. The dwelling on the **residence premises** shown in the Declarations, including structures attached to the dwelling; and
 - b. Materials and supplies located on or next to the **residence premises** used to construct, alter or repair the dwelling or other structures on the **residence premises**.
 - c. Or, for condominium ownership:
 - (1) The alterations, appliances, fixtures and improvements which are part of the building contained with the **residence premises**;
 - (2) Items of real property which pertain exclusively to the **residence premises**;
 - (3) Property which is your insurance responsibility under a corporation or association of property owners agreement; or
2. We do not cover land, including land on which the dwelling is located.

B. COVERAGE B - Other Structures

1. We cover other structures on the **residence premises** set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
 - a. Land, including land on which other structures are located;
 - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
 - c. Other structures from which any **business** is conducted; or
 - d. Other structures used to store **business** property. However, we do

cover a structure that contains **business** property solely owned by an **insured** or a tenant of the dwelling provided that **business** property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

C. 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. Limits For Property At 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:

- a. Moved from the **residence premises** because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

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. \$400 on money, cryptocurrency, 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. \$2,000 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. \$2,000 on watercraft of all types, including their **trailers**, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on **trailers** or semitrailers not used with watercraft of all types.
- e. \$4,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
- f. \$4,000 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$5,000 for loss by theft, misplacing or losing of silverware, silverplated ware, goldware, goldplated ware, platinum ware, 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. \$1,500 on property, away from the **residence premises**, used primarily for **business** purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a **motor vehicle**,
- j. \$1,500 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals;

- (2) Is designed to be operated by more than one power source, one of which is a **motor vehicle's** electrical system; and

- (3) Is in or upon a **motor vehicle**.

- k. \$250 for antennas, tapes, wires, records, disks or other media that are:

- (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

- (2) In or upon a **motor vehicle**.

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. 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** that are not **recreational motor vehicles** which are:

- (a) Not required to be registered for use on public roads or property; and

- (b) Used to service a residence or designed to assist the handicapped;

- (3) **Motor vehicles** that are **recreational motor vehicles** that are used solely to service the **residence premises**.

A **recreational motor vehicle** as used in this provision is one of the following:

- (a) All-terrain vehicle (ATV);

- (b) Dune buggy;

- (c) Golf cart;

- (d) Snowmobile; or
- (e) Any other motorized land vehicle designed for recreational use off public road.
- 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 not used or designed to carry people or cargo;
- 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 of roomers and boarders related to an **insured**;
- g. Property in an apartment regularly rented or held for rental to others by an **insured**, except as provided in Section II - Additional Coverages J - Landlord's Furnishings;
- 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 pre-recorded 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 Section II Additional Coverages F. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money; or

k. Water or steam.

D. COVERAGE D - Loss Of Use

The limit of liability for Coverage D is the total limit for the coverage 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 this Section II makes that part of the **residence premises** where you reside not fit to live in, we cover the Additional Living Expense, meaning 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.

2. Fair Rental Value

If a loss covered under Section II 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.

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 under 1. Additional Living Expense and 2. Fair Rental Value above for no more than four 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.

SECTION II - ADDITIONAL COVERAGES

A. Debris Removal

1. We will pay your reasonable expense for the removal of:
 - a. Debris of covered property if a Peril Insured Against that applies to the

damaged property causes the loss; or

- b. 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.

2. We will also pay your reasonable expense, up to \$1,000, for the removal from the **residence premises** of:
 - a. Your trees felled by the peril of Windstorm Or Hail Or Weight Of Ice, Snow, Or Sleet; or
 - b. A neighbor's trees felled by a Peril Insured Against;

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.

B. Reasonable Repairs

1. We will pay the reasonable cost incurred by you for necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
2. 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:
 - a. Increase the limit of liability that applies to the covered property; or
 - b. Relieve you of your duties, in case of a loss to covered property, described in Section I - Duties After Loss under **A.4.**

C. 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:

1. Fire Or Lightning;
2. Explosion;
3. Riot Or Civil Commotion;
4. Aircraft;
5. Vehicles not owned or operated by a resident of the **residence premises**;
6. Vandalism Or Malicious Mischief; or
7. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling, 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 property grown for **business** purposes.

This coverage is additional insurance.

D. Fire Department Service Charge

We will pay up to \$750 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.

E. 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.

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

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

1. We will pay up to \$2,000 for:
 - a. 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;
 - b. 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;
 - c. Loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
 - d. 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 in which any one person is concerned or implicated is considered to be one loss.

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

2. We do not cover:
 - a. Use of a credit card, electronic fund transfer card or access device:
 - (1) By a resident of your household;
 - (2) By a person who has been entrusted with either type of card or access device;
 - (3) If an **insured** has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
 - b. Loss arising out of **business** use or dishonesty of an **insured**.
3. If the coverage in 1. above applies, the following defense provisions also apply:
 - a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
 - b. If a suit is brought against an **insured** for liability under 1.a. or b. above, we will provide a defense at our expense by counsel of our choice.
 - c. We have the option to defend at our expense an **insured** or an **insured's** bank against any suit for the enforcement of payment under 1.c. above.

G. Loss Assessment

1. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the **residence premises**, by a corporation or association of property owners. The assessment must be made as a result of direct loss to the property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against, under Coverage **A**, other than:
 - a. Earthquake; or
 - b. Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible per unit, to the total amount of any one loss to the prop-

erty described above, regardless of the number of assessments.

2. We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.
3. Condition L. Policy Period, does not apply to this coverage.

This Coverage is additional insurance.

H. Collapse

This Additional Coverage applies to property covered under Coverages **A** and **B**.

1. The coverage provided under this Additional Coverage-Collapse applies only to an abrupt collapse.
2. For the purpose of this Additional Coverage-Collapse, abrupt collapse means an abrupt falling down or caving in of a building or part of a building with the result that the building or part of the building cannot be occupied for its intended purposes.
3. This Additional Coverage-Collapse does not apply to:
 - a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has been separated from another part of the building; and
 - c. 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.
4. 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:
 - a. The Perils Insured Against under Coverages **A** and **B**;
 - b. 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;
 - c. Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to you prior to collapse;
 - d. Weight of contents, equipment, animals or people;

- e. Weight of rain which collects on a roof;
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation; or
- g. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundations, swimming pool or other structure.

Section II - Exclusion **A.3.** Water, Paragraph c. does not apply to this coverage.

- 5. 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 Paragraphs **4.b.** through **g.** above unless the loss is a direct result of the collapse of a building or any part of a building.
- 6. This coverage does not increase the limit of liability applying to the damaged covered property.

I. Glass Or Safety Glazing Material

- 1. We cover:
 - a. For all but Tenants and Unit Owners, the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:
 - (1) Under Tenants, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions and Alterations;
 - (2) Under Unit Owners, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A**; and
 - b. For all forms other than Tenants and Unit Owners, the breakage, caused directly by earth movement, of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:
 - (1) Under Tenants, the breakage, caused directly by earth movement, of glass or safety glazing material which is part of a

building, storm door or storm window, and covered as Building Additions and Alterations; and

- (2) Under Unit Owners, the breakage, caused directly by earth movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A**; and

- c. 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.

- 2. This coverage does not include loss:

- a. To covered property which results because the glass or safety glazing material has been broken, except as provided in **1.c.** above; or
- b. On the *residence premises* if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movements as provided in **1.b.** above. A dwelling being constructed is not considered vacant.

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

J. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the *residence premises* regularly rented or held for rental to others by an *insured*, for loss caused only by the following Perils Insured Against:

1. Fire Or Lightning

2. Windstorm Or Hail

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.

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.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes 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 smudging or industrial operations.

8. Vandalism Or Malicious Mischief**9. 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.

10. Weight Of Ice, Snow Or Sleet

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

11. 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 or steam escaped;
- (2) Caused by or resulting from freezing except as provided in 13. Freezing below;
- (3) On the *residence premises* caused by accidental discharge or overflow which occurs off the *residence premises*; or
- (4) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

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.

12. 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.

We do not cover loss caused by or resulting from freezing under this peril.

13. 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 the system 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.

14. 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.

15. Volcanic Eruption

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

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss (or for tenants coverage, you may use up to 10% of the Limit of Liability that applies to Building Additions and Alterations).

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

K. Ordinance Or Law

1. You may use up to 10% of the limit of liability that applies to Coverage **A** (or for tenants coverage, you may use up to 10% of the limit of liability that applies to Building Additions and Alterations) for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - a. The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - b. 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
 - c. 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.
2. 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 1. above.
3. We do not cover:
 - a. The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - b. The costs to comply with any ordinance or law which requires any **insured** or others to test for, monitor, cleanup, 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.

This coverage is additional insurance.

L. 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.

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

M. Arson Reward

We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.

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

N. Mold, Fungus, Wet Rot, Bacteria Or Other Biological Contaminants

1. We will pay up to \$10,000 for direct physical loss to property covered under Section II caused by mold, fungus, wet rot, bacteria or other biological contaminants including mycotoxins and reproductive gases. This additional coverage applies only if the loss caused by mold, fungus, wet rot, bacteria or other biological contaminants is the direct result of one or more of the following perils that occurs during the policy period:

a. Fire Or Lightning;

b. Windstorm Or Hail;

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.

c. Thawing Of Snow, Sleet Or Ice on the building or structure;

d. Accidental Discharge Or Overflow Of Water Or Steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance on the **residence premises**;

We do not cover loss caused by water which backs up through sewers or drains or loss to the system or appliance from which the water or steam escaped.

For the purpose of this Additional Coverage, a plumbing system or household appliance does not include a sump, sump pump or related equipment, a roof drain, gutter, downspout or similar fixtures or equipment.

- e. **Vandalism Or Malicious Mischief;**
 - f. **Freezing** of plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance; or

This peril does not include loss on the **residence premises** while the dwelling is unoccupied, unless you have taken reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances of water.
 - g. **Release** of any biological contaminant as a result of the death of a person on the **residence premises**.
2. \$10,000 is the most we will pay in any one loss; this includes, but is not limited to:
- a. Testing and investigation expenses;
 - b. Containment, cleanup, remediation, abatement and mitigation expenses;
 - c. Debris removal expenses; and
 - d. Coverage found under Coverage D - Loss of Use.

This coverage is additional insurance.

O. Deep Freeze Or Refrigerated Units Contents

We will pay up to \$750 for damage to the contents of deep freeze or refrigerated units, on the **residence premises**, when the damage is caused by power failure or mechanical breakdown.

If power failure or mechanical breakdown is known by you, you must use all reasonable means to protect the property covered from further damage or this coverage is void.

Section II - Exclusion A.4. does not apply to this coverage.

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

No deductible applies to this coverage.

P. Rented Golf Carts

We cover rented golf carts while being used for golfing purposes to an amount not exceeding \$2,000 for direct physical loss except:

- 1. Loss or damage caused by wear and tear, gradual deterioration, mechanical breakdown, or any damage while being worked upon; or
- 2. Infidelity of persons to whom the property is entrusted.

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

No deductible applies to this coverage.

Q. Building Additions, Alterations

We cover under Coverage C for direct loss caused by the Perils Insured Against: the building additions, alterations, fixtures, improvements or installations, made or acquired at your expense, to that part of the **residence premises** described in the Declarations not owned by you but used exclusively by you. The limit of liability for this coverage shall not exceed 10% of the limit of liability that applies to Coverage C.

This coverage is additional insurance.

R. Lock Replacement

If the keys to your house are lost or stolen, we will pay up to \$1,000 for replacing the locks of the dwelling listed as the described **residence premises**. For this coverage to apply, you must immediately notify the police upon discovery of the loss or theft and notify us within 72 hours of discovering the loss.

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

SECTION II - PERILS INSURED AGAINST

We insure against direct physical loss to property described in Coverages A, B and C.

We do not insure, however, for loss:

A. Under Coverages A, B and C:

- 1. Excluded under Section II - Exclusions;
- 2. Caused by:
 - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a

household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system 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.

For purposes of this provision, 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;

b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio or swimming pool;
- (2) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;
- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4) Pier, wharf or dock;

c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the **residence premises**; or
- (2) A storm drain, or water, steam or sewer pipes, off the **residence premises**.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

e. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
- (3) Smog, rust or other corrosion, or dry rot;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against in 1 through 15 as listed in J. Landlord's Furnishings under Section II - Additional Coverages.

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;
- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, rodents, or insects;
- (8) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (9) Animals owned or kept by an **insured**.

Exception To 2.e.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A, B or C resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the **residence premises**; or

- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the **residence premises**. This includes the cost to tear out and replace any part of a building, or other structure, on the **residence premises**, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the **residence premises**.

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section II - Exclusion **A.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 **d.** and **e.** above.

Under Paragraphs **2.a.** through **e.** above, any ensuing loss to property described in Coverage **A**, **B** and **C** not precluded by any other provision in this policy is covered.

B. Under Coverages A and B:

1. Caused by vandalism and malicious mischief, and any ensuing loss including but not limited to fire, theft and water caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant. A dwelling is not considered vacant for the first 60 days from the inception date of coverage if the dwelling is a newly acquired dwelling.
2. Involving collapse, including any of the following conditions of property or any part of the property:
 - a. An abrupt falling down or caving in;
 - b. Loss of structural integrity, including separation of parts of the property

or property in danger of falling down or caving in; or

- c. Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **a.** or **b.** above;

other than as provided in **H.** Collapse under Section II - Additional Coverages. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

C. Under Coverage C caused by:

1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of the property by or resulting from:

- a. Fire, lightning, windstorm, hail;
- b. Smoke, other than smoke from agricultural smudging or industrial operations;
- c. Explosion, riot, civil commotion;
- d. Aircraft, vehicles, vandalism and malicious mischief;
- e. Collapse of a building or any part of a building;
- f. Water not otherwise excluded;
- g. Theft or attempted theft; or
- h. Sudden and accidental tearing apart, cracking, burning or bulging of:

(1) A steam or hot water heating system;

(2) An air conditioning or automatic fire protective sprinkler system; or

(3) An appliance for heating water;

2. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
3. Refinishing, renovation or repairing property other than watches, jewelry and furs;
4. **Collision**, other than **collision** with a land vehicle, sinking, swamping or stranding of watercraft, including their **trailers**, furnishings, equipment and outboard engines or motors

5. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property

described in Coverage C not precluded by any other provision in this policy is covered.

SECTION II - EXCLUSIONS

- A. 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 K. Ordinance Or Law under Section II - Additional Coverages;
- b. The requirements of which results 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 A.1. applies whether or not the property has been physically damaged.

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 A.2. applies regardless of whether any of the above, in A.2.a.

through A.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 A.2.a. through A.2.d., is covered.

3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, 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; or
 - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- 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 A.3.a. through A.3.c. of this exclusion.

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

This Exclusion A.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 A.3.a. through A.3.d., is covered.

This exclusion does not apply to property described in Coverage C that is away from a premises or location owned, rented, occupied or controlled by an *insured*.

This exclusion applies to property described in Coverage C that is on a premises or location owned, rented, occupied or controlled by an **insured** is excluded even if weather conditions contribute in any way to produce the loss.

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.

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. Intentional Loss

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

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

7. Governmental Action

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

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss

caused by fire would be covered under this policy.

8. Mold, Fungus, Wet Rot, Bacteria And Other Biological Contaminants

Mold, fungus, wet rot, bacteria and other biological contaminants including mycotoxins and reproductive gases, whether hidden or not, except as provided under Section II - Additional Coverage N. of this policy.

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

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in A. above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;

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

SECTION II - 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. Loss Settlement

In this Condition B., the terms "cost to repair or replace" and "replacement cost", do not include the increased costs incurred to com-

ply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in K. Ordinance Or Law under Section II - Additional Coverages. Covered property losses are settled as follows:

1. Building under Coverage A:
 - a. We agree to settle covered losses to the dwelling insured under Coverage A at replacement costs, without deduction for depreciation up to 125 percent of the specific limit of liability shown in the Declarations of the policy, if you agree to:

- (1) Maintain coverage on the dwelling to 100 percent of its full replacement cost by allowing us to annually adjust the Coverage **A** limit of liability reflecting any changes in the cost of construction for the area in which the *residence premises* is located:
 - (2) Notify us, within 90 days, of completion of any improvements to the dwelling exceeding \$5,000 of the limit of liability shown in the Declarations; and
 - (3) Repair or replace the building with new material of like kind and quality within a reasonable time.
- b. If you do not comply with a.(1), (2) and (3) above, our limit of liability shall not exceed the limit shown in the Declarations of this policy.
2. Buildings under Coverage **B**:
- a. At replacement cost without deduction for depreciation, however, we will pay no more than the smallest of the following amounts for equivalent construction and use:
- (1) The amount actually and necessarily spent to repair or replace the building or part of it;
 - (2) The replacement cost of the building of any parts of it;
 - (3) The applicable limit of liability shown in the Declarations of the policy.
- Under 1. and 2. above, we will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
3. **Roof Surface**, siding, or windows under Coverage **A** and Coverage **B**:
- a. We will not pay for the cost to replace or match any undamaged **roof surface**, siding or windows due to any mismatch between the existing undamaged **roof surface**, siding or windows on a dwelling or other structure and new materials used to repair or replace the damaged **roof surface**, siding, or windows on a dwelling or other structure because of:
- (1) Wear and tear, marring, scratching, deterioration;
 - (2) Fading, weathering, oxidizing, color;
 - (3) Texture or dimensional differences; or
 - (4) Obsolescence, defect, or discontinuation.
- b. When loss requires replacement of an item and the replaced item does not match the quality, color, or size of the item suffering the loss, we will replace as much of the item as to result in a reasonable comparable appearance.
4. Personal property under Coverage **C**, including awnings, carpeting, household appliances, outdoor antennas, and outdoor equipment whether or not attached to buildings, excluding personal property in 5. below, at replacement cost subject to the following:
- a. We will not pay more than the smallest of the following amounts:
- (1) The replacement cost of the property or any of its parts without deduction for depreciation;
 - (2) The amount you actually and necessarily spent to repair or replace the property or any of its parts:
 - (a) With an identical new article; or
 - (b) When the identical article is no longer manufactured or available, with a new article similar to that damaged or destroyed and which is of comparable quality and usefulness;
 - (3) The limit of liability applying to Coverage **C**; or
 - (4) Any special limits of liability stated in the policy.
- b. When the replacement cost for the entire loss to personal property under this item exceeds \$1,000, we will pay no more than the actual cash value for the loss or damage until and unless you have completed repairs or have replaced the damaged or destroyed property.
5. Structures that are not buildings and the following personal property:

- a. Antiques, fine arts, paintings, statuary and similar articles of rarity or antiquity which by their inherent nature, cannot be replaced with new articles;
- b. Memorabilia, souvenirs, collector's items and similar articles whose age or history contribute to its value;
- c. Articles not maintained in good or workable condition; and
- d. Articles that are outdated or obsolete and are stored or not being used;
- e. Grave markers, including mausoleums;

at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace.

6. Unit-Owners building items:

- a. If damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
- b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not exceeding the amount necessary to repair or replace.

7. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of Condition B Loss Settlement, provided you notify us within 180 days after the date of loss, of your intent to repair or replace the damaged building.

C. Loss To A Pair Or Set

In case of loss to a pair or set, you may elect to receive the full value of the set, if you agree to surrender the remaining article or articles of the set to us.

D. Glass Replacement

Loss for damage to glass caused by a Peril Insured Against shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

E. Other Insurance and Service Agreement

- 1. For all but Unit Owners, if a loss covered by this policy is also covered by:
 - a. Other Insurance, we will pay only the proportion of the loss that the limit

of liability that applies under this policy bears to the total amount of insurance covering the loss; or

- b. A service agreement, 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 not characterized as insurance.

- 2. For Unit Owners, if a loss covered by this policy is also covered by:

- a. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or

- b. A service agreement, except a service agreement in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement.

- 3. Subject to Paragraph E.2. if, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance is:

- a. Excess over the amount due under such other insurance or service agreement, whether the corporation or association of property owners has collected that amount or not; and

- b. Primary with respect to any amount of the loss covered by this policy and not due under such other insurance or service agreement because of the application of a deductible.

- 4. As used in this Paragraph E., a service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

F. 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.

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

H. Abandonment Of Property

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

I. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy Conditions relating to Appraisal, Suit Against Us and Loss Payment also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee shall be notified in accordance with the termination provisions of this policy.

4. If we pay the mortgagee for any loss and deny payment to you:

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

J. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you receive for the recovered property.

K. Value Guard Clause

The Limits of liability shown in the Declarations for Coverages **A**, **B**, **C** and **D** will be adjusted at the beginning of each renewal period based upon the construction costs indicated in the residential price indicator for the area where the *residence premises* is located.

L. Volcanic Eruption Period

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

M. Reporting Period

When damage is caused by a Peril Insured Against, notice to us or our agent must be given within 12 months after the date of the event causing the loss.

SECTION III PERSONAL LIABILITY (OTHER THAN AUTO)

SECTION III - LIABILITY COVERAGES

A. COVERAGE E - Personal Liability

If a claim is made or a suit is brought against an *insured* for damages because of *bodily injury*, *property damage* or *personal injury*

caused by an *occurrence* to which this coverage applies, we will:

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

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

B. COVERAGE F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral expenses. Medical expenses do not include expenses for funeral expenses. 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** or the ways immediately adjoining;

- b. Is caused by the activities of an **insured**;
- c. Is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or
- d. Is caused by an animal owned by or in the care of an **insured**.

C. DEFINITION Under Section III

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense is committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of materials that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

SECTION III - 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, at replacement cost, up to \$2,000 per **occurrence** for **property damage** to property of others caused by an **insured**.
2. We will not pay for **property damage**:
 - a. To the extent of any amount recoverable under Section II;
 - 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 \$1,000 for your share of loss assessment charged against you, as owner or tenant of the **residence premises** during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. **Bodily injury** or **property damage** not excluded under Section III - 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. We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

3. Regardless of the number of assessments, the limit of \$1,000 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. Paragraph L. Policy Period under Conditions does not apply to this Loss Assessment Coverage.

E. Mold, Fungus, Wet Rot, Bacteria Or Other Biological Contaminants

We will pay up to \$50,000 for **bodily injury** or **property damage** arising out of mold, fungus, wet rot, bacteria or other biological contaminants subject to the following:

1. With respect to **bodily injury** or **property damage** described in Paragraph 2., the coverages provided by Section III - Liability Coverages, Coverage E - Personal Liability and Coverage F - Medical Payments To Others in this policy form, and the Limits Of Liability stated on the Declarations page do not apply.
2. This coverage applies if a claim is made or a suit is brought against an **insured** for damages because of:
 - a. **Bodily injury** caused by an **occurrence** during the policy period involving the absorption, ingestion or inhalation of mycotoxins, reproductive gases, bacteria or other biological contaminants; or
 - b. **Property damage** arising out of mold, fungus, wet rot, bacteria or other biological contamination, but only if, immediately prior to the **occurrence**, the mold, fungus, wet rot, bacteria or other biological contaminants was located at an **insured location**.

No other mold, fungus, wet rot, bacteria or other biological contaminants liability coverage applies under this policy except as provided in E.2.
3. If coverage applies as stated in E.2., we will:
 - a. Pay up to \$50,000 for damages for which an **insured** is legally liable; and

- b. Provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from **bodily injury** or **property damage** described in E.2. exhausts the \$50,000 Aggregate limit.
- 4. This additional coverage does not apply to **bodily injury** or **property damage** arising from a premises not occupied by an **insured** and rented by an **insured** to others as a residence.
- 5. With respect to coverage described in Coverage E - Personal Liability under Section III - Liability Coverages:
 - a. Section I - Duties After Loss B.1.c. - Duties Of An Injured Person - Coverage F - Medical Payments To Others and Section III - C. - Payment Of Claim - Coverage F - Medical Payments To Others in this policy form are deleted with respect to the liability coverage provided under this endorsement.
 - b. With respect to the liability coverage provided under this Additional Coverage, Section II - Conditions A. - Limit Of Liability is replaced by the following:
 - A. **Aggregate Limit Of Liability.** Our total limit of liability for all damages resulting from the total of all **bodily injury** or **property damage** will not be more than \$50,000. This is the most we will pay regardless of the:
 - 1. Number of locations insured under the policy to which this endorsement is attached;
 - 2. Number of persons injured;
 - 3. Number of persons whose property is damaged;
 - 4. Number of **insureds**; or
 - 5. Number of claims made.
 The **occurrence** limit of liability does not apply to this coverage.
 - c. With respect to the liability coverage provided under this Additional Coverage, Section III - Conditions B. - Severability Of Insurance is replaced by the following:

B. **Severability Of Insurance.** This insurance applies separately to each **insured** except with respect to the Aggregate Limit of Liability described in A. Aggregate Limit Of Liability above. This condition will not increase the limit for this coverage.

- d. With respect to the liability coverage provided under this Additional Coverage, Section II and III - Conditions L. - Policy Period is replaced by the following:

L. **Policy Period**

This policy applies to **bodily injury** or **property damage** described in Coverage E - Personal Liability under Section III - Liability Coverages which occurs during the policy period.

F. **Acts Of Electronic Aggression By Minors**

- 1. We will pay up to \$25,000 for **personal injury** arising out of acts of **electronic aggression** by minors, subject to the following:

- a. If coverage applies as stated we will:

- (1) Pay for the damages for which an **insured** is legally liable, subject to the Aggregate Limit of Liability. Damages include pre-judgment interest awarded against an **insured**.
- (2) Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the Aggregate Limit of Liability has been exhausted by payment of a judgment or settlement.

- b. With respect to coverage described in Section III - Conditions:

Paragraph A. Limit Of Liability is replaced by:

A. **Aggregate Limit Of Liability**

Our total limit of liability in an annual policy period under Acts of Electronic Aggression by Minors Coverage for all damage resulting from the total of all offenses during the policy period will not be more than \$50,000. This is the most we will pay regardless of the number of:

1. *Insureds*;
 2. Offenses;
 3. Claims made; or
 4. Suits brought.
- c. With respect to coverage described in Section III - Liability Coverage, Exclusion H: Exclusions H.1. and H.2. are replaced by:
1. Injury caused by or at the direction of an *insured* who is not a minor with the knowledge that the act would violate the rights of another and would inflict *personal injury*;
 2. Injury arising out of *electronic aggression* at or by the direction of an *insured* who is not a minor with knowledge of its falsity;
- d. With respect to coverage described in Section III - Liability Coverage, Exclusion H:
- Exclusions H.10. and H.11. are added:
10. Injury caused to the victim with the knowledge of the *insured* who is not a minor; or
 11. *Electronic aggression* by the *insured* that took place prior to the start of the policy period.

SECTION III - EXCLUSIONS

A. Motor Vehicle Liability

1. Coverage 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 charge; or
 - (4) Used for any *business* purpose except for a motorized golf cart while on a golfing facility.

However, we do cover a *motor vehicle*, whether registered or not, that is a *recreational motor vehicle* and:

- a. Not owned by an *insured*; or
- b. Owned by an *insured* provided the *occurrence* takes place:
 - (1) On an *insured location* as defined in Definition B.10.a., b., d., e., or h.; or

- (2) Off an *insured location* and the *motor vehicle* is:

- (a) Designed as a toy vehicle for use by children under seven years of age;
- (b) Powered by one or more batteries; and
- (c) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

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*;
- b. Used 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. 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:

- (1) A golfing facility and is parked or stored there, or being used by an *insured* to:

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

A **recreational motor vehicle** as used in this provision is one of the following:

- a. All-terrain vehicle (ATV);
- b. Dune buggy;
- c. Golf cart;
- d. Snowmobile; or
- e. Any other motorized land vehicle designed for recreational use off public roads.

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 pre-arranged 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 charge; 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, or furnished or available for regular use by an **insured**; or
- c. Is not a sailing vessel and is powered by:
- (1) Engines or motors of 400 cubic centimeters or less on personal watercraft, such as jet skis, water bikes, water scooters or similar watercraft;
 - (2) Engines or motors of more than 400 cubic centimeters on personal watercraft, such as jet skis, water bikes, water scooters, or similar watercraft and not owned by or furnished or available for regular use by an **insured**;
 - (3) Engines or motors of 150 horsepower or less on watercraft which are not personal watercraft; or
 - (4) Engines or motors of more than 150 horsepower on watercraft which are not personal watercraft and not owned by or furnished or available for regular use by an **insured**.

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

Coverage **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. **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.2. 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.2. 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;

3. **Professional Services**

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

4. ***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***;

5. **Communicable Disease**

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

6. **Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

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

7. **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(s) 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;

8. **Mold, Fungus, Wet Rot, Bacteria And Other Biological Contaminants**

Bodily injury or ***property damage*** arising out of existence of, exposure to, inhalation, absorption, or ingestion of mold, spores, mycotoxins, reproductive gases, bacteria or other biological contaminants, except as granted under Section III - Additional Coverage E of this policy;

9. **Actions Of A Dangerous Or Vicious Dog**

Bodily injury or ***property damage*** arising out of the action of a ***dangerous*** or ***vicious dog***, and the ***insured's*** failure to keep:

- a. The ***dangerous dog***, while on the premises of the owner, keeper or harbinger, restrained by a leash or a tether;
- b. The ***vicious dog*** while on the premises of the owner, keeper or harbinger, securely confined at all times in a locked pen that has a top, a locked fenced yard or other locked enclosure that has a top; and
- c. The ***dangerous*** and ***vicious dog***, while off the premises of the owner, keeper or harbinger, on a chain-link leash or tether that is not more than six feet in length and in addition, keep the dog:
 - (1) Confined in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;

- (2) Leashed or tethered and controlled by a person who is of suitable age and discretion or securely attach, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person; or

- (3) Muzzled.

"Dangerous dog" means:

- a. Any dog with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
- b. Any dog which engages in, or is found to have been trained to engage in, exhibitions of dog fighting.

"Vicious dog" means:

- a. Any dog that has killed or caused serious injury to any person;
- b. Any dog that has caused injury, other than killing or serious injury to any person, or has killed another dog; or
- c. Any dog that belongs to a breed that is commonly known as a pit bull dog.

Dangerous or **vicious dog** does not mean:

- a. Any dog that attacks or inflicts bites upon a trespasser on the property of the owner, keeper, or harbinger of the dog; or
- b. Any dog used in the military or police if the bites or attack occurred while the dog was performing their official duties; or

10. Act Of Bullying And Electronic Aggression

Bodily injury or **property damage** arising out of the acts of **bullying** or **electronic aggression** by an **insured**.

Exclusions A. **Motor Vehicle Liability**, B. **Watercraft Liability**, C. **Aircraft Liability**, D. **Hovercraft Liability** and E.4., **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 III - 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 F.1.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. Non-occupational disability law; or
 - c. Occupational disease law;
5. **Bodily injury** or **property damage** for which an **insured** under this policy:
 - a. Is also an **insured** under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;



- or any of their successors; or
- b. Would be an **insured** under such a policy but for the exhaustion of its limit of liability; or
6. **Bodily injury** to you or an **insured** as defined under Definition B.9. **insured**.
- This exclusion also applies to any claim made or suit brought against you or an **insured** to:
- a. Repay; or
 - b. Share damages with;
- another person who may be obligated to pay damages because of **bodily injury** to an **insured**.
- G. **Coverage F - Medical Payments To Others**
- Coverage F does not apply to **bodily injury**:
1. To a **residence employee** if the **bodily injury**:
 - a. Occurs off the **insured location**; and
 - b. Does not arise out of or in the course of the **residence employee's** employment by an **insured**;
 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Worker's compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
 3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or
- d. Any consequence of any of these; or
 4. To any person other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**.
- H. **Personal Injury**. Section III - Exclusions A. - G. do not apply to **personal injury**.
- Personal Injury** insurance does not apply to:
1. Injury caused by or at the direction of an **insured** with the knowledge that the act would violate the rights of another or would inflict **personal injury**;
 2. Injury arising out of oral or written publication of material, if done by or at the direction of an **insured** with knowledge of its falsity;
 3. Injury arising out of acts of **bullying** or **electronic aggression** by an **insured** except as provided in Section III - Additional Coverage F;
 4. Injury to you or an **insured** as defined under Definition B.9. **Insured**.
 5. Liability assumed by an **insured** under any contract or agreement except any indemnity obligation assumed by an **insured** under a written contract directly relating to the ownership, maintenance or use of the premises;
 6. Injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an **insured**;
 7. Injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an **insured**;
 8. Injury arising out of a **business** engaged in by an **insured**; or
 9. Civic or public activities performed for pay by an **insured**.

SECTION III - 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 as 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 expenses payable for **bodily injury** to one person as the result of one accident will not be more than the Coverage F Limit Of Liability as shown 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. **Payment Of Claim - Coverage F - Medical Payments To Others**

Payment under this coverage is not an admission of liability by an *insured* or us.

D. **Other Insurance - Coverage E - Personal Liability**

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

SECTION IV AUTO LIABILITY

SECTION IV - COVERAGES

A. **COVERAGE G - AUTO LIABILITY**

1. We will pay damages for *bodily injury* or *property damage* for which any *insured* becomes legally responsible because of an auto accident. Damages include pre-judgment interest awarded against the *insured*. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for *bodily injury* or *property damage* not covered under this policy.

2. *"Insured"* as used in Coverage G means:

- a. You or any *family member* for the ownership, maintenance or use of any auto or *trailer*.
- b. Any person using *your covered auto* with the express or implied permission of you or any *family member* while within the scope of such permission.
- c. For *your covered auto*, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this section.
- d. For any auto or *trailer*, other than *your covered auto*, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any *family member* for whom coverage is afforded under this section. This Provision d. applies only if the person or organization does not own or hire the auto or *trailer*.

The following are not *insureds* under Coverage G:

- a. The United States of America or any of its agencies.

- b. Any person with respect to *bodily injury* or *property damage* resulting from the operation of a *motor vehicle* by that person as an employee of the United States government. The Provision b. applies only if the provisions of Section 2679 of Title 28 of the United States Code, as amended require the Attorney General of the United States to defend that person in any civil action which may be brought for the *bodily injury* or *property damage*.

B. **COVERAGE H - AUTO MEDICAL PAYMENTS**

1. We will pay *usual and customary charges* incurred for necessary medical and funeral expenses because of *bodily injury*:

- a. Caused by an accident; and
- b. Sustained by an *insured*.

We will only pay those expenses incurred for services rendered within three years from the date of the accident.

Any dispute as to the *usual and customary charges* will be resolved between the service provider and us.

2. As used in Coverage H:

- a. *"Insured"* means:

- (1) You or any *family member*,

- (a) While *occupying*; or

- (b) As a pedestrian when struck by;

a *motor vehicle* designed for use mainly on public roads or a trailer of any type.

- (2) Any other person while *occupying*.

- (a) *Your covered auto* with the express or implied permission of you or any *family member*, or



- (b) Any other auto operated by you or any **family member**, if the auto is a private passenger type auto or **trailer**.

b. **"Usual and customary charges"** means an amount which we deter-

mine represents the prevailing charges for services in the geographic area in which the services are rendered. We will determine these prevailing charges through the use of independent sources of our choice.

SECTION IV - ADDITIONAL COVERAGES

A. COVERAGE G - SUPPLEMENTARY PAYMENTS

In addition to our limit of liability for Coverage G, we will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay the part of the judgment which does not exceed our limit of liability for this coverage.
4. At the **insured's** request, up to \$250 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

B. COVERAGE H - DEATH BENEFITS

In addition to the limit of liability for Coverage H - Auto Medical Payments, we will pay:

1. A \$5,000 Death Benefit for:
 - a. You; and
 - b. Your spouse if a resident of your household; and
2. A \$2,000 Death Benefit for each **family member**,

if you or they die within 90 days from **bodily injury** sustained as a direct result of an accident while **occupying**, or as a pedestrian when struck by, a **motor vehicle** designed for use mainly on public roads or a **trailer** of any type.

Death must be caused solely through external, violent and accidental means.

Payment will be made to the surviving spouse, the next of kin or any other person or organization authorized by law to receive such payment, as we may elect.

SECTION IV - EXCLUSIONS

A. We do not provide Auto Liability Coverage for any **insured**:

1. For **bodily injury** or **property damage** which is:
 - a. Expected or intended by an **insured**; or
 - b. At the direction of 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.

2. For **property damage** to property owned or being transported by that **insured**.

3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;

that **insured**. This Exclusion A.3. does not apply to **property damage** to a residence or private garage.

4. For **bodily injury** to an employee of that **insured** during the course of employment.

This Exclusion A.4. does not apply to **bodily injury** to a **residence employee** unless workers' compensation benefits are required or available for that **residence employee**.

4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Participating or competing in; or
 - b. Practicing or preparing for;
 any prearranged or organized:
 - (1) Racing or speed contest; or
 - (2) Driver skill training or driver skill event.
- C. We do not provide Auto Medical Payments Coverage for any **insured** for **bodily injury**:
1. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.
This Exclusion C.1. does not apply to:
 - a. A share-the-expense car pool; or
 - b. While **your covered auto** is being used for volunteer or charitable purposes.
 2. Sustained while **occupying** any vehicle located for use as a residence or premises.
 3. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
 4. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
 5. Sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 6. Sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by a **family member**; or
 - b. Furnished or available for the regular use of any **family member**.
- However, this Exclusion C.6. does not apply to you.
7. Sustained while **occupying your covered auto** without the express or implied permission of you or any **family member** or while exceeding the scope of the permission granted. This Exclusion C.7. does not apply to a **family member** using **your covered auto** which is owned by you.
 8. Sustained by you or any **family member** while **occupying a non-owned auto** without the express or implied permission of the owner of that auto.
 9. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This Exclusion C.9. does not apply to **bodily injury** sustained while **occupying** a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
 10. Sustained while **occupying** any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Participating or competing in; or
 - b. Practicing or preparing for;
 any prearranged or organized:
 - (1) Racing or speed contest; or
 - (2) Driver skill training or driver skill event.
 11. Sustained while **occupying** any vehicle owned by an **insured** while rented or leased to any person or organization other than you.
 12. Sustained while **occupying**, or when struck by **your covered auto** while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**.

SECTION IV - CONDITIONS

A. LIMIT OF LIABILITY

1. COVERAGE G - Auto Liability

- a. If the Declarations indicates a single limit of liability for each accident:

- (1) The limit of liability shown in the Declarations for Coverage **G** is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

- (a) *Insureds*;
- (b) Claims made;
- (c) Vehicles or premiums shown in the Declarations; or
- (d) Vehicles involved in the auto accident.

- (2) We will apply the limit of liability to provide any separate limits required by law for bodily injury liability and property damage liability. However, this Provision **A.1.a.(2)** will not change our total limit of liability.

- b. If the Declarations indicates a split limit of liability for Bodily Injury Liability and Property Damage Liability:

- (1) The limit shown in the Declarations for "each person" for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of ***bodily injury*** sustained by any one person in any one auto accident.

- (2) Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for Bodily Injury Liability is our maximum limit of liability for all damages for ***bodily injury*** resulting from any one auto accident.

- (3) The limit shown in the Declarations for "each accident" for Property Damage Liability is our maximum limit of liability for all

property damage resulting from any one auto accident.

- (4) This is the most we will pay regardless of the number of:

- (a) *Insureds*;
- (b) Claims made;
- (c) Vehicles or premiums shown in the Declarations; or
- (d) Vehicles involved in the auto accident.

- c. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any Uninsured/Underinsured Motorists Coverage provided by this policy.

2. COVERAGE H - AUTO MEDICAL PAYMENTS

The limit of liability shown in the Declarations for Coverage **H** is our maximum limit of liability for each person injured in any one auto accident. This is the most we will pay regardless of the number of:

- a. *Insureds*;
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the accident.

No one will be entitled to receive duplicate payments for the same elements of loss under Coverage **G**, or under Uninsured Motorists Coverage or Underinsured Motorists Coverage.

B. OTHER AUTO LIABILITY INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide for a vehicle:

- 1. You do not own; or
- 2. Operated or used by any person other than you or any ***family member***;

shall be excess over any other collectible insurance, self-insurance or bond.



C. **OTHER AUTO MEDICAL PAYMENTS INSURANCE**

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

D. **OUT-OF-STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

E. **FINANCIAL RESPONSIBILITY REQUIRED**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

SECTION V - UNINSURED MOTORISTS COVERAGE UNDERINSURED MOTORISTS COVERAGE (SEE APPLICABLE STATE ENDORSEMENTS)

SECTION VI - DAMAGE TO YOUR AUTO

SECTION VI - COVERAGES

COVERAGE K - DAMAGE TO YOUR AUTO

- A. We will pay direct and accidental loss to **your covered auto** or any **non-owned auto**, including its equipment, minus any applicable deductible shown in the Declarations. If loss to more than one **your covered auto** or **non-owned auto** results from the same **collision**, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** caused by:
1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.
- B. If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any **your covered auto** shown in the Declarations.
- C. If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

D. **"Non-owned auto"** means:

1. Any private passenger auto, pickup, van or **trailer** not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**; or
2. Any auto or **trailer** you do not own while used as a **temporary substitute auto**.

E. **"Diminution in value"** means the actual or perceived loss in market value or resale value, which results from a direct and accidental loss.

F. **"New auto"** means a **your covered auto**:

1. That is owned by you;
2. Acquired by you within the past 12 months; and
3. That has never been previously titled;

SECTION VI - ADDITIONAL COVERAGES

In addition, we will provide the following additional coverages.

A. SUPPLEMENTARY PAYMENTS

1. We will pay, without application of a deductible, up to the maximum limit of liability shown either in the Declarations or in 2., 4. or 6. below for the following additional coverages in the event of a loss to **your covered auto** or a **non-owned auto**. We will pay if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.
 - c. If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any **your covered auto** shown in the Declarations.

2. Personal Contents Coverage

Up to \$500 for loss or damage to personal property owned by you or any **family member** which is in or upon **your covered auto** or a **non-owned auto** at the time of the accident. However, we will not pay for:

- a. Property excluded under Section VI - Exclusions of this policy;
- b. Loss of use of any personal property; or
- c. Money.

This coverage shall be excess over any other collectible insurance.

3. Transportation Expenses Coverage

- a. Up to the maximum limit shown in the Declarations for:
 - (1) Temporary transportation expenses incurred by you in the event of a loss to **your covered auto**.
 - (2) Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.
- b. If the loss is caused by a total theft of **your covered auto** or a **non-owned**

auto, we will pay only expenses incurred during the period:

- (1) Beginning 48 hours after the theft is reported to us; and
- (2) Ending the earlier of when **your covered auto** or the **non-owned auto**:
 - (a) Is recovered and returned to you or to its owner;
 - (b) Is recovered and repaired; or
 - (c) Is replaced.
- c. If the loss is caused by other than theft of a **your covered auto** or a **non-owned auto**, we will pay only expenses you incur during the period:
 - (1) Beginning:
 - (a) When **your covered auto** or the **non-owned auto** cannot be driven because of the loss; or
 - (b) On the date **your covered auto** or the **non-owned auto** is delivered to a repair shop to be repaired due to the loss if it can be safely driven.
 - (2) Ending the earlier of when **your covered auto** or the **non-owned auto**:
 - (a) Is returned to you or to its owner;
 - (b) Is repaired; or
 - (c) Is replaced.
- d. Our payment will be limited to that period of time reasonably required to repair or replace **your covered auto** or the **non-owned auto**.
- e. At our request, you must provide us with written proof of your transportation expenses and loss of use costs.
- f. The most we will pay for temporary transportation expenses or loss of use expenses for any loss is the:
 - (1) Cost of a comparable rental auto to the **your covered auto** or the **non-owned auto** involved in the loss; or



- (2) The limit per day shown in the Declarations.

4. Trip Interruption Coverage

Up to \$150 per day to a maximum of \$600 for reasonable:

- a. Transportation expenses incurred by you or any **family member** in the event of a mechanical or electrical breakdown of **your covered auto**.
- b. Expenses incurred by you or any **family member** for lodging and meals in the event of:
 - (1) Direct and accidental loss to **your covered auto** caused by **collision** or other than **collision**; and
 - (2) Mechanical or electrical breakdown of **your covered auto**.

This coverage applies only if:

- a. The loss to, or mechanical or electrical breakdown or, **your covered auto** occurs more than 100 miles from home; and
- b. The **your covered auto** is withdrawn from use for at least 24 hours; and
- c. You or a **family member** are **occupying your covered auto** at the time of loss or mechanical or electrical breakdown.

Our payment for the Trip Interruption Coverage will be limited to that period of time reasonably required to:

- a. Resume travel under a prearranged itinerary; or
- b. Return home.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage provided under this policy.

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- a. Any coverage provided by:
 - (1) Vehicle warranties;
 - (2) Automobile clubs; or
 - (3) Mechanical breakdown or similar plans; or
- b. Any other source of recovery applicable to the loss.

5. Loan/Lease Coverage

In the event of a total loss to **your covered auto** shown in the Declarations, we will pay any unpaid amount due on the lease or loan of that **your covered auto** less:

- a. The amount paid under Collision Coverage or Other Than Collision Coverage; and
- b. Any:
 - (1) Overdue or any deferred loan/lease payments at the time of the loss.
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not refunded by a lessor;
 - (4) Costs for extended warranties, credit life insurance, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.
 - (6) Any other coverages, charges, and service contracts that are financed as part of the purchase or lease contract.
- c. Any insurance we provide with respect to the Auto Loan/Lease Coverage shall be excess over any other collectible source of recovery including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

6. Limited Customizing Equipment Coverage

Section VI Exclusion G. does not apply to the coverage afforded by this coverage.

With respect to a **your covered auto** that is a pickup or van, we will pay up to \$1,000 for loss to:

- a. Custom furnishings or equipment including, but not limited to special carpeting, furniture or bars, height-extending roofs or custom murals, paintings, decals or graphics.
- b. Permanently installed equipment designed to assist the handicapped including, but not limited to:
 - (1) Lifts; (3) Power seats;
 - (2) Ramps; (4) Power pans;and similar equipment.

- c. Permanently installed equipment designed for other than the normal operation of **your covered auto** including, but not limited to:

- (1) Winches;
- (2) Light bars; and
- (3) Tool boxes.

Limited Customizing Equipment Coverage does not include furnishings and equipment that are excluded from coverage under Section VI Exclusions C., D., E. or H..

B. ROADSIDE ASSISTANCE

If Roadside Assistance Coverage is shown in the Declarations, we will pay for our authorized service representative to provide:

1. Towing of a **covered disabled auto** to the nearest place of repair or place where repairs can be made, and 10 discretionary miles are added to offer flexibility for customer choice. The driver of the **covered disabled auto** is responsible for any charges in excess of this limit; and
2. Labor on a **covered disabled auto** at the place of disablement;

Which is necessary due to a **covered emergency**.

The coverage Territory includes the 50 states of the United States, The District of Columbia, Puerto Rico and the 10 provinces of Canada.

When used in this coverage:

1. "**Covered disabled auto**" means any **your covered auto** to which this coverage applies as shown in the Declarations.
2. "**Covered emergency**" means a disablement that is a result of:
 - a. Mechanical or electrical breakdown;
 - b. Jump start;
 - c. Insufficient supply of fuel (delivery of up to 2 gallons of fuel included at no cost), oil, water, or other fluid (fluids may be provided where available);
 - d. Flat tire change;
 - e. Lock-out (cost of key is not included); or
 - f. Entrapment in snow, mud, water or sand, within 100 feet of a road or highway.

This coverage does not apply to:

1. Parts, replacement keys, fluid (fluids may be provided where available), lubricants, or fuel (delivery of up to 2 gallons of fuel included at no cost);
2. Installation of products or material not related to the disablement;
3. Labor not related to the disablement;
4. Labor on a **covered disabled auto** for any time period in excess of sixty (60) minutes per disablement;
5. Towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. Assistance with jacks, levelers, airbags, or awnings;
7. Towing from a service station, garage, or repair shop;
8. Labor or repair work performed at a service station, garage or repair shop;
9. Vehicle storage charges;
10. Disablement that occurs on roads not regularly maintained, including sand beaches, open fields, and areas designated as not passable due to construction;
11. Mounting or removing of snow tires or chains;
12. Tire repair;
13. Repeated service calls for a **covered disabled auto** in need of routine maintenance or repair;
14. Disablement that results from a willful act or action by the operator of a **covered disabled auto**;
15. Disablement that is not the result of a **covered emergency**;
16. Disablement that results from the use of intoxicants or narcotics; or
17. A **trailer**.

When service is rendered by a provider other than our authorized service representative, we will only pay reasonable charges, as determined by us, for:

1. Towing of a **covered disabled auto** to a qualified repair facility; and
2. Labor on a **covered disabled auto** at the place of disablement;

Which is necessary due to a **covered emergency**.

C. LOCKSMITH SERVICE

1. If you or any **family member** are accidentally locked out of **your covered auto** or a **non-owned auto**, we will pay up to \$150 maximum per disablement for the services of a Locksmith. We will only pay for labor and services performed at the place where entry to the auto is made.
2. Any insurance we provide with respect to Locksmith Service shall be excess over any other collectible source of recovery including, but not limited to:
 - a. Any coverage provided by:
 - (1) Vehicle warranties;
 - (2) Automobile clubs; or
 - (3) Mechanical breakdown or similar plans; or
 - b. Any other source of recovery applicable to the loss.

D. AIRBAG REPLACEMENT COVERAGE

1. We will reimburse you up to \$2,500 for the cost of reinstalling a factory installed airbag in **your covered auto** if it deploys due to a failure that is not the result of an accident caused by **collision** or other than **collision**.
2. Any insurance we provide with respect to Airbag Replacement Coverage shall be excess over any other collectible source of recovery including, but not limited to:
 - a. Any coverage provided by:
 - (1) Vehicle warranties;
 - (2) Automobile clubs; or
 - (3) Mechanical breakdown or similar plans; or
 - b. Any other source of recovery applicable to the loss.

SECTION VI - EXCLUSIONS

We will not pay for:

- A. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This Exclusion A. does not apply to:

1. A share-the-expense car pool; or
2. While **your covered auto** or any **non-owned auto** is being used for volunteer or charitable purposes.

- B. Damage due and confined to:

1. Wear and tear;
2. Freezing;
3. Mechanical or electrical breakdown or failure; or
4. Road damage to tires.

This Exclusion B. does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.

- C. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes, but is not limited to:

1. Radios and stereos;
2. Tape decks;

3. Compact disc systems;
4. Navigation systems;
5. Internet access systems;
6. Personal computers;
7. Video entertainment systems;
8. Telephones;
9. Televisions;
10. Two-way mobile radios;
11. Scanners; and
12. Citizen band radios.

This Exclusion C. does not apply to electronic equipment that is permanently installed in **your covered auto** or any **non-owned auto**.

- D. Loss to tapes, records, discs or other media used with equipment described in Exclusion C. above, whether or not that equipment is provided coverage under this policy.

- E. Loss to:

1. A **trailer** or camper body or motor home which is not shown in the Declarations as subject to this policy form; or
2. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include, but are not limited to:
 - a. cooking, dining, plumbing or refrigeration facilities;

- b. awnings or cabanas; or
- c. any other facilities or equipment used with a **trailer**, camper body or motor home.

This Exclusion E. does not apply to a:

- a. **Trailer**, and its facilities or equipment, which you do not own;
- b. **Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, which you:
 - (1) acquire during the policy period; and
 - (2) ask us to insure within 14 days after you become the owner.

F. Loss to any **non-owned auto** when used by you or a **family member** without the express or implied consent of the owner of that auto, or while exceeding the scope of the permission granted.

G. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

- 1. Custom furnishings or equipment including, but not limited to special carpeting, furniture or bars, height-extending roofs or custom murals, paintings, decals or graphics.
- 2. Permanently installed equipment designed to assist the handicapped including, but not limited to:
 - a. Lifts; c. Power seats;
 - b. Ramps; d. Power pans;
 and similar equipment.
- 3. Permanently installed equipment designed for other than the normal operation of **your covered auto** including, but not limited to:
 - a. Winches;
 - b. Light bars; and
 - c. Tool boxes.

This Exclusion G. does not apply to:

- 1. A cap or bed liner in or upon any **your covered auto** which is a pickup; or
 - 2. Any coverage provided under Section VI - Additional Coverages.
- H. Loss to equipment designed or used for the detection or location of radar, laser or other

speed measuring equipment or its transmissions.

I. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:

- 1. Selling; 4. Storing;
- 2. Repairing; 5. Parking; or
- 3. Servicing; 6. Leasing;

vehicles designed for use on public highways. This includes road testing and delivery.

J. A total loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities.

K. Loss to **your covered auto** or any **non-owned auto**, located inside a facility designed for racing, for the purpose of:

- 1. Participating or competing in; or
 - 2. Practicing or preparing for;
- any prearranged or organized:
- a. Racing or speed contest; or
 - b. Driver skill training or driver skill event.

L. Loss to, or loss of use of, a **non-owned auto** rented by:

- 1. You; or
- 2. Any **family member**;

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law; or

M. Loss to **your covered auto** or a **non-owned auto**, which is expected or intended by an **insured**, or at the direction of an **insured**, even if the resulting damage is of a different kind, quality or degree than initially expected or intended.

N. Loss to **your covered auto** while rented or leased to any person or organization other than you.

O. Loss to **your covered auto** or a **non-owned auto** due to **diminution in value** after repairs, whether or not repairs are actually made, resulting from an accident.

P. Loss to **your covered auto** which occurs while:

- 1. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and

2. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**
- Q. Loss to, or loss of use of, a **non-owned auto** used by:
1. You; or

2. Any **family member**,

In connection with a personal vehicle sharing program if the provisions of such a personal vehicle sharing program preclude the recovery of such loss or loss of use, from you or that **family member**, or if otherwise precluded by any state law.

SECTION VI - CONDITIONS

For the Collision and Other Than Collision Coverages, if a specific dollar amount is shown as the limit of liability in the Declarations, that amount is not necessarily the amount you will receive at the time of loss for damage to the described vehicle. Please refer to the Limit of Liability provision for clarification.

A. LIMIT OF LIABILITY

1. For loss caused by fire, theft or larceny to **your covered auto** or to any loss to a **non-owned auto**, our limit of liability will be the lesser of the:
 - a. Amount shown in the Declarations;
 - b. Actual cash value of the stolen or damaged property; or
 - c. Amount necessary to repair or replace the stolen or damaged property with other property of like kind and quality;

less the applicable deductible shown in the Declarations and less its salvage value if you retain the salvage.

2. For loss caused by **collision** or by other than **collision** not caused by fire, theft or larceny to **your covered auto**, our limit of liability will be:
 - a. In the event of a total loss to a **new auto**, the cost of a new vehicle of the same make, model and with the same original manufacturer's equipment, or if unavailable, a similar new vehicle and equipment.
 - b. For other than a total loss to a **new auto**, the lesser of the:
 - (1) Amount shown in the Declarations;
 - (2) Actual cash value of the stolen or damaged property; or
 - (3) Amount necessary to repair or replace the stolen or damaged property with other property of like kind and quality;

less the applicable deductible shown in the Declarations and less its salvage value if you retain the salvage.

However, Provision A.2.a. shall:

- a. Only apply to **your covered auto** for twelve months from the date you become the owner; and
- b. Not apply to a **newly acquired auto** unless:
 - (1) That **newly acquired auto** has never been previously titled; and
 - (2) You notify us within 14 days after you become the owner.

3. The most we will pay for loss to:

- a. Any **non-owned auto** which is a **trailer** is \$2,000.
- b. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

B. WAIVER OF COLLISION DEDUCTIBLE

We will waive the entire deductible shown in the Declarations for **collision** of **your covered auto** with:

1. A **motor vehicle** whose operator:
 - a. Has been positively identified; and
 - b. Who is more than 50% legally responsible for all damages resulting from the accident;

provided no liability bond or policy applies at the time of the accident, or a liability bond or policy does apply at the time of the accident but its limit is less than the amount of damages you are legally entitled to recover. This Waiver B.1. shall not apply if:

- a. The amount of damages you are legally entitled to recover is less than the deductible applicable to **your covered auto** involved in the accident; or
 - b. The vehicle involved in the accident, other than **your covered auto**, is owned by or furnished or available for the regular use of you or of any **family member**.
2. Another vehicle insured by us or by any of our affiliated companies. This Waiver B.2. shall not apply if we or any of our affiliated companies have waived a deductible on any other vehicle involved in the **collision** that is owned by or furnished or available for the regular use of you or any **family member**.

C. PAYMENT OF LOSS

- 1. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- 2. If a repair or replacement necessitates the use of replacement parts that are in better condition than what the damaged property was prior to the loss, we will not pay for the amount of that betterment.
- 3. Our liability for the amount necessary to repair the damaged property shall be determined by:
 - a. The prevailing competitive labor rates in the area where the property is to be repaired as reasonably determined by us; and
 - b. The cost of replacement parts reasonably specified by us in accordance with applicable laws and government regulations. The replacement parts may be new, refurbished, restored or used and may be made by original equipment manufacturers or by non-original equipment manufacturers. If we use a new part made by a non-original equipment manufacturer, it shall have a manufacturer's warranty that is equal to or greater than the warranty offered by the original equip-

ment manufacturer of the same type part.

This determination of our liability shall not be affected by the amount actually expended to repair the damaged property.

- 4. At our option, we may pay for loss in money or repair or replace the stolen or damaged property. We may, at our expense, return any stolen property to you or to your address shown in the Declarations. If we return stolen property, we will pay for any damages resulting from the theft. We may keep all or part of the property at an agreed or appraised value.
- 5. If we pay for loss in money, our payment will include applicable sales tax for the damaged or stolen property.

D. BAILMENT

Any charges we pay for storage because of a loss covered under Section VI of this policy shall end the earlier of when **your covered auto** or the **non-owned auto**:

- 1. Is returned to you or to its owner;
- 2. Is repaired;
- 3. Is replaced; or
- 4. Within 5 working days after we make an offer to pay, if deemed by us to be a total loss or unrecoverable.

E. OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the **non-owned auto**;
- 2. Any other applicable physical damage insurance; or
- 3. Any other source of recovery applicable to the loss.