



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





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
THE SAME POLICY NUMBER FOR THIS POLICY PERIOD

POLICY NUMBER	POLICY PERIOD FROM TO		COMPANY PROVIDING COVERAGE	AGENCY	P
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

CONTINUED ON NEXT PAGE





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

RENEWAL OF POLICY WNP 184415H
RENEWAL DECLARATION EFFECTIVE 11/12/25
SUPERSEDES ANY PREVIOUS DECLARATION BEARING
THE SAME POLICY NUMBER FOR THIS POLICY PERIOD

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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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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**.