

DWELLING FIRE

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## DWELLING FIRE

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### DEFINITIONS

In this "**DWELLING FIRE**" Segment, certain words and phrases are italicized, which identifies them as having specific meaning for this "**DWELLING FIRE**" Segment. The meaning of each italicized word or phrase is provided in the **Definitions** below.

1. **Bodily Injury** means physical bodily harm, including sickness or disease. This includes required care, loss of services and death resulting therefrom. **Bodily Injury** does not include any communicable disease, such as:

- a. Any venereal disease;
- b. Herpes;
- c. Acquired Immune Deficiency Syndrome (AIDS);
- d. AIDS Related Complex (ARC);
- e. Human Immunodeficiency Virus (HIV);

or any resulting or related symptom, effect, condition, disease or illness.

2. **Business** includes trade, profession or occupation, farming or ranching or any activity aimed at providing a product or a service with the anticipation of economic gain from the enterprise. The providing of home day care services in exchange for monetary or other compensation, such as services to other than a relative of a **covered person**, is considered a **business** pursuit.

3. **Covered Person(s)** means **you** and the following residents of **your** household:

- a. **Your family members**;
- b. Any other person under the age of 21 who is in the care of any person named above;

Under **Liability Coverage - Dwelling covered person** also means:

- c. 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 or in the care

of **you** or any person included in 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any **business** or without the consent of the owner is not a **covered person**;

d. With respect to any motor vehicle to which this "**DWELLING FIRE**" Segment applies:

- (1) Persons while engaged in **your** employ or that of any person included in 3.a. or 3.b. above; or
- (2) Other persons using the vehicle on an **insured location** with **your** permission.

4. **Family Member** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household. This includes a ward or foster child.

For the purposes of this definition, to be considered a resident of **your** household when evaluating coverage for a loss, a person must have been actually residing in **your** household on the date the loss occurred. However, **your**:

- a. Son;
- b. Daughter;
- c. Ward; or
- d. Foster child;

in the United States military or away at school will be considered a resident of **your** household unless he or she has demonstrated an intent to reside elsewhere permanently.

5. **Insured Location** means:

- a. **Your scheduled location**;
- b. The part of any other premises, other structures and grounds used by **you** as a residence that is shown in the Coverage Summary, or acquired by **you** during the policy period for **your** use as a residence; provided **you** ask **us** to insure it within 30 days after **you** become the owner and coverage is agreed to by **us**.

# Your Policy

- c. Any premises used by **you** in connection with the premises included in 5.a. or 5.b. above;
  - d. Any part of a premises not owned by **you** or any **covered person** but where **you** or any **covered person** are temporarily residing;
  - e. Vacant land owned by or rented to **you** or any **covered person** other than farm land;
  - f. Land owned by or rented to a **covered person** on which a one to four family dwelling is being built as a residence for a **covered person**;
  - g. Individual family cemetery plots or burial vaults of **you** or any **covered person**; or
  - h. Any part of a premises occasionally rented to **you** or any **covered person** for other than **business** purposes.
6. **Medical Expenses** means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.
7. **Occupying** means in, upon, or getting in, out, on or off.
8. **Occurrence** means an event, or a series of related events resulting from continuous or repeated exposure to the same general conditions, that causes **bodily injury** or **property damage** during the policy period.
9. **Property Damage** means physical injury to or destruction of real property or tangible personal property including loss of use of the property.
10. **Residence Employee** means **your** employee or an employee of any **covered person** in **your** household who performs duties in connection with the maintenance or use of **your residence premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with any **covered person's business**.
11. **Residence Premises** means a dwelling or that part of any other building in which **you** reside and which is shown as a dwelling in the Coverage Summary.
12. **Scheduled Location** means a premises owned by **you** that is:

- a. Rented to others; or
- b. Occupied by **you**;

which is:

- a. Shown in the Coverage Summary; or
- b. Acquired by **you** during the policy term; and
  - (1) **You** ask **us** to insure it within 30 days; and
  - (2) Coverage is agreed to by **us**.

13. **Theft** refers to property which has been stolen, attempted theft and the loss of property from a known location when it is likely that the property has been stolen.

14. **Total Loss** means that the cost to replace the covered real property is equal to or less than the cost of repairs plus the cost of any **Additional Living Expense, Fair Rental Value, Building Ordinance Increased Costs** (when purchased), and **Debris Removal**.

## PROPERTY COVERAGE - DWELLING

### REAL PROPERTY - INSURING AGREEMENT

#### 1. Dwelling Owners - We cover:

- a. The dwelling on **your scheduled location**;
- b. Other structures on **your scheduled location**.

#### 2. Condominium and Cooperative Owners - We cover:

- a. The alterations, appliances, fixtures and improvements which are part of the building contained within **your scheduled location**;
- b. Items of real property which pertain exclusively to **your scheduled location**;
- c. Real property which is **your** insurance responsibility under a corporation or association of property owners agreement or state law;
- d. Structures owned solely by **you**, other than **your scheduled location**, at the location of **your scheduled location**.

The limit of liability for 2.a., 2.b. and 2.c. is shown on the Coverage Summary as "Building Additions and Alterations" and will be at least 10% of the

# Your Policy

property limit shown in the Coverage Summary for Tangible Personal Property.

## REAL PROPERTY - PROPERTY NOT COVERED

**We** do not cover:

1. Other structures on **your scheduled location**:
  - a. Used in whole or in part for **business**; or
  - b. Rented or held for rental to any person not a tenant of **your scheduled location** unless used solely as a private garage.
2. Land.

## REAL PROPERTY - LIMIT OF LIABILITY

Covered losses are settled on a replacement cost basis (without deduction for depreciation) subject to the following:

1. Payment will not exceed the smallest of:
  - a. The amount that **we** could reasonably be expected to pay to have the property repaired to its condition immediately prior to loss;
  - b. The actual cost to replace the real property or any parts of it; or
  - c. The aggregate property limit shown in the Coverage Summary for the dwelling.
2. If **you** have:
  - a. Maintained coverage on the real property at 100% of its full replacement cost by paying renewal premium to reflect the then current replacement cost. The current replacement cost of the real property will be based on the residential construction cost index provided to **us** by a major appraisal company; and
  - b. Notified **us** within 90 days of the start of any alterations to the real property which increase the replacement cost of the real property by 5% or more.

Then, if at the time of loss the dwelling value indicated in the Coverage Summary is less than the current replacement cost, **we** will:

- a. Increase the dwelling value to equal the smallest of:
  - (1) The current replacement cost; or

(2) 120% of the dwelling value shown on the Coverage Summary;

- b. Also increase the aggregate property limit by the same percentage applied to the dwelling value; and
- c. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limit of liability.

"Current replacement cost" does not include any additional costs necessary to comply with any ordinance or law that regulates the construction, repair or demolition of the property.

3. **We** will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, **we** will settle the loss according to the replacement cost provisions above.

However, if the cost to repair or replace the damage is both:

- a. Less than 5% of the amount of insurance shown in the Coverage Summary; and
- b. Less than \$3,000;

**we** will settle the loss according to the replacement cost provisions above, whether or not actual repair or replacement is complete.

4. If the replacement premises is not at the same location, covered losses will be settled on an actual cash value basis (with deduction for depreciation).
5. **You** may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage on an actual cash value basis. **You** may then make claim within one year after loss for any additional liability on a replacement cost basis.

## REAL PROPERTY - COVERED PERILS

**We** cover direct physical loss to property described in **Real Property - Insuring Agreement**, unless the loss is not covered under **Property Coverage - Losses We Do Not Cover**.

## TANGIBLE PERSONAL PROPERTY - INSURING AGREEMENT



# Your Policy

**We** cover tangible personal property owned or used by any **covered person** while it is on the **scheduled location**.

At **your** request, **we** cover tangible personal property owned by a guest or a **residence employee** while the property is on the **scheduled location**.

## TANGIBLE PERSONAL PROPERTY - PROPERTY SPECIAL LIMITS

To keep **your** premium as low as possible, **we** have limited the amount **we** will pay for certain categories of tangible personal property. **We** do not provide coverage under these provisions for articles separately described and/or specifically insured elsewhere in this policy.

The limit shown for each numbered category is the most **we** will pay for that category per loss. If **we** could pay for the same item under more than one category, **we** will pay under only the highest applicable category.

### Category

1. \$ 200 . . .On money, bank notes, bullion, gold (except goldware), silver (except silverware), platinum, coins, and medals.
2. \$1,000 . . .On securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, stamps, personal records, passports and tickets. 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 lost or damaged material.
3. \$2,500 . . .On property at **your residence premises** used in **business**, but if the **business** property is away from **your residence premises** the most **we** will pay is \$1,250.
4. \$2,000 . . .For loss by **theft** of firearms.
5. \$1,000. . .For loss to trading cards, subject to a maximum amount of \$250 per card.
6. \$2,500 . . .For loss by **theft** of silverware, silver-plated ware, goldware, gold-plated ware, and pewterware.
7. \$2,500 . . .For loss by:

- a. **Theft** of jewelry, watches, precious and semi-precious stones, furs, garments trimmed with fur or consisting primarily of fur; or

- b. Misplacing or losing of jewelry, watches, precious and semi-precious stones.

8. \$1,000 . . .For loss to watercraft including their trailers, furnishings, equipment, and outboard motors.

9. \$1,000 . . .For loss to trailers not used with watercraft.

## TANGIBLE PERSONAL PROPERTY - PROPERTY NOT COVERED

**We** do not cover:

1. Animals, birds or fish.

2. Motor vehicles or any other motorized land conveyances. This includes:

- a. Their equipment and accessories; or

- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of a motor vehicle or any other motorized land conveyance. Electronic apparatus includes:

- (1) Accessories or antennas; or

- (2) Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

The exclusion of property described in **2.a.** and **2.b.** above applies only while the property is in or upon the vehicle or conveyance.

**We** do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service a **covered person's** residence; or

- b. Designed for assisting the handicapped.

3. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

# Your Policy

4. Property described in the Special Limits of Liability when it is at a **scheduled location** that is rented to others.
5. Property of roomers, boarders or other tenants, except property of roomers and boarders related to a **covered person**.

6. **Business** data stored in:

- a. Books of account, drawings, other paper records; or
- b. Electronic data processing tapes, wires, records, discs or other software media.

**We** do cover the cost of blank or unexposed records and media, and of pre-recorded computer programs available on the retail market.

7. Credit cards or fund transfer cards.
8. Property on a premises regularly rented or held for rental to others by a **covered person**.

## TANGIBLE PERSONAL PROPERTY - LIMIT OF LIABILITY

1. Covered losses will be settled on an actual cash value basis (with deduction for depreciation) but not exceeding the cost to repair or replace up to the property limit shown in the Coverage Summary.  
  
At **our** option, **we** may repair or **we** may replace with a new item of similar or like kind and quality.
2. Loss To A Pair Or Set - In case of loss to a pair or set **we** will:
  - a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - b. Pay the difference between the actual cash value of the property before and after the loss.
3. The limit of liability for covered tangible personal property located on a **scheduled location** is shown on the Coverage Summary and will be at least 10% of the Dwelling limit in the Coverage Summary.
4. The limit of liability for tangible personal property usually located at a **covered person's** residence or premises is 10% of the Tangible Personal Property limit shown on the Coverage Summary, provided such residence or premises is:

- a. Not shown on the Coverage Summary; or
- b. Shown on the Coverage Summary for **Liability Coverage** only.

Payment under this provision does not entitle the **covered person** to **Additional Property Coverages**.

5. If **we** make payment for a loss which is also covered under another Segment of this policy there will be no coverage under this Segment.

## TANGIBLE PERSONAL PROPERTY COVERED PERILS

**We** cover direct physical loss to property described in **Tangible Personal Property - Insuring Agreement** caused by a Peril listed below unless the loss is excluded under **Property Coverage - Losses We Do Not Cover**.

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril includes loss to property contained in a building if caused by rain, snow, sleet, sand or dust, but only if the direct force of wind or hail first damages the building causing an opening through which the rain, snow, sleet, sand or dust enters.  
  
This peril includes loss to watercraft covered under this "**DWELLING**" Segment and their trailers, furnishings, equipment, and outboard motors, only while inside a fully enclosed building. This limitation does not apply to row boats and canoes on the **scheduled location**.
3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles.**
7. **Smoke**, meaning sudden and accidental damage from smoke.  
  
This peril does not include smoke from agricultural smudging or industrial operations.
8. **Vandalism or malicious mischief.**
9. **Theft**, but not including **theft** committed by a **covered person**.

# Your Policy

This peril does not include loss caused by **theft** that occurs off of a **scheduled location** of:

- a. Property of a student who is a **covered person** while at a residence away from home if the student has not been there at any time during the 45 days immediately before the loss;
- b. Watercraft covered under this "**DWELLING FIRE**" Segment including their trailers, furnishings, equipment, and outboard motors; or
- c. Trailers and campers covered under this "**DWELLING FIRE**" Segment.

**10. Falling objects.** This peril does not include loss to property contained in a building unless the building is first damaged by the falling object. Damage to the falling object itself is not included.

**11. Weight of ice, snow or sleet** which causes damage to property contained in a building.

**12. Water or steam** suddenly and accidentally discharged or overflowing from within **your** plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On **your scheduled location** caused by accidental discharge or overflow which occurs off **your scheduled location**.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

**13. Cracking, burning, rupture or bulging** of **your** air conditioner, steam or hot water heating system, or automatic fire protective sprinkler system, or an appliance for heating water. Damage to the system or appliance must be sudden and accidental. **We** will not cover damage caused by freezing except as indicated below.

**14. Freezing** of plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if **you** have used

reasonable care to keep **your scheduled location** heated or have shut off and drained the water from all plumbing and appliances if it is unoccupied.

**15. Sudden and accidental damage caused by artificially generated electricity.** But damage to a tube, transistor, integrated circuit or similar electronic component is not covered.

**16. Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors. One or more volcanic eruptions within a 72-hour period will be considered as one volcanic eruption.

For property normally kept at **your residence premises**, while at a location other than a premise which **you** own or rent, the following perils are added:

1. Flood (concerning only rising of water);
2. Earthquake;
3. Landslide;
4. Mudslide;
5. Collision or overturn of the conveyance in which covered tangible personal property is carried.

## ADDITIONAL PROPERTY COVERAGES

Unless noted otherwise, the following coverages are in addition to the aggregate property limit in the Coverage Summary.

### 1. Additional Living Expense.

- a. If a loss covered under **Property Coverage - Dwelling** makes **your residence premises** uninhabitable, **we** cover necessary increases in living expenses incurred by **you** so **your** household can maintain its normal standard of living. Payment is for:

- (1) The shortest time required to repair or replace the damaged portion of the premises; or
- (2) If **you** permanently relocate, the shortest time required for **your** household to settle elsewhere:

but in no case for more than a year.

This period of time is not limited by expiration of this policy. **We** do not cover loss or expense due to cancellation of a lease or agreement.



- b. If **your residence premises** is uninhabitable as a result of public utility plants, transformers, switching stations or substations furnishing heat, light, power or gas to **your residence premises** being damaged or destroyed by a **Tangible Personal Property - Covered Peril**, we cover necessary increases in living expenses incurred by **you** so **your** household can maintain its normal standard of living. Payment is for a period of time not to exceed seven days. Coverage does not begin until **your residence premises** has been uninhabitable for 48 consecutive hours.

**Property Coverage - Losses We Do Not Cover**, exclusion 1.g. does not apply to this coverage.

## 2. Fair Rental Value.

If a loss covered under **Property Coverage - Dwelling** makes that part of **your scheduled location** rented to others or held for rental uninhabitable, we cover its fair rental value, less any expenses that do not continue. The maximum limit for this coverage is as follows:

- a. For other than Condominiums:
- (1) 20% of the dwelling replacement value shown in the Coverage Summary; or
  - (2) If shown on the Coverage Summary, "Increased Fair Rental Value";
- b. For Condominiums;
- (1) The Tangible Personal Property amount shown in the Coverage Summary; or
  - (2) If shown in the Coverage Summary, "Increased Fair Rental Value".

Payment is for the shortest time required to repair or replace the damaged portion of the rented premises. This period of time is not limited by expiration of this policy. **We** do not cover loss or expense due to cancellation of a lease or agreement.

## 3. Civil Authority.

- a. If a civil authority prohibits **you** from use of **your residence premises** as a result of direct damage to neighboring premises by what would be a covered loss under this

policy, **we** cover the **Additional Living Expense** or **Fair Rental Value** loss as provided under 1. and 2. above for no more than two weeks.

The period of time under this provision is not limited by the expiration of this policy. Loss or expense due to cancellation of a lease or agreement is not covered.

- b. If a civil authority prohibits **you** from use of **your residence premises**, we cover the **Additional Living Expense** as provided under 1. above for no more than seven days. Coverage does not begin until the **residence premises** has been uninhabitable for 48 consecutive hours.

**Property Coverage - Losses We Do Not Cover**, exclusion 1.g. does not apply to this coverage.

## 4. Debris Removal.

We will pay **your** reasonable expense for the removal of:

- a. Debris of covered property for covered losses; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a covered building or covered property contained in the 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 4% of that limit of liability is available for debris removal expense.

We will also pay **your** reasonable expense, up to \$500, for the removal from **your residence premises** of:

- a. **Your** tree(s) felled by the peril of Windstorm or Hail;
- b. **Your** tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a **Tangible Personal Property - Covered Peril**;

# Your Policy

provided the tree(s) damaged a covered structure. The \$500 limit is the most **we** will pay in any one loss regardless of the number of fallen trees.

## 5. Cost Of Temporary Repairs.

If a covered loss damages **your scheduled location**, **we** will pay on **your** behalf the reasonable cost for temporary repairs made to protect covered property from further damage. This coverage does not increase the limit of liability applicable to the covered property.

## 6. Fire Department Service Charge.

**We** pay up to \$1,000 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a covered loss. The deductible does not apply.

## 7. Collapse.

**We** cover direct loss to **your** covered real property and tangible personal property involving collapse of a building or any part of a building, but only if the collapse was caused by:

- a. Hidden decay of the structure;
- b. Hidden insect or vermin damage;
- c. Weight of contents, equipment, animals or people;
- d. Weight of rain which collects on a roof;
- e. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation; or
- f. A **Tangible Personal Property - Covered Peril**. These perils apply to real property and tangible personal property for this additional coverage.

Unless the loss is a direct result of the collapse of a covered building, the causes of loss a., b., c., d. and e. listed above do not apply to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

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

## 8. Loss Assessment.

**We** will pay up to:

- a. \$1,000; or
- b. If shown in the Coverage Summary, "Increased Loss Assessment" up to the aggregate amount shown in the Coverage Summary;

for **your** share of any loss assessment charged during the policy period against **you** by a corporation or association of real property owners. This is the most **we** will pay with respect to any one loss, regardless of the number of assessments.

This coverage applies only when the assessment is made as a result of direct loss:

- a. To the property, owned by all members collectively; and
- b. Caused by a covered loss other than earthquake or land shock waves or tremors before, during or after a volcanic eruption, unless modified by endorsement.

**We** will pay no more than \$1,000 of **your** assessment per unit that results from a deductible in the insurance purchased by the association of real property owners.

This coverage applies only to loss assessments charged against **you** as owner or tenant of the **scheduled location**.

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

## 9. Trees and Shrubs.

**We** will pay up to \$2,500 for loss to **your** lawn, trees, plants or shrubs, on **your scheduled location**, for loss caused by:

- a. Fire or lightning;
- b. Explosion;
- c. Riot or civil commotion;
- d. Aircraft;

- e. Vehicles not owned or operated by a resident of **your scheduled location**;
- f. Vandalism or malicious mischief; or
- g. **Theft**.

No more than \$500 of this limit will be available for any one tree, shrub or plant.

Property grown for sale or **business** purposes is not covered.

## 10. Glass Or Safety Glazing Material.

**We** cover on **your scheduled location**:

- a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. Damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on **your scheduled location** if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

## 11. Property Removed.

**We** insure covered tangible personal property against direct loss from any cause while being removed from a premises endangered by a **Tangible Personal Property - Covered Peril** 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.

## 12. Materials And Supplies.

**We** insure materials and supplies located on or next to **your residence premises** used to construct, alter or repair the dwelling or other structures on **your residence premises** provided loss is caused by a **Real Property - Covered Peril** and is not excluded under **Property Coverage - Losses We Do Not Cover**.

## 13. Builders Risk.

**We** insure theft in or to a dwelling under construction, or of materials and supplies for use in the construction on an **insured location**.

The limit of liability stated in the Coverage Summary is provisional. The actual amount of insurance on any date while the policy is in force will be a percentage of the provisional amount. The percentage will be the proportion that the actual value of the property bears to the value at the date of completion.

## 14. Newly Acquired Principal Residences

Tangible Personal Property in a newly acquired principal residence is not subject to the 10% limitation described in the **Tangible Personal Property - Limit of Liability** for the 30 days from the time **you** begin to move the property there.

## LOSSES WE DO NOT COVER

**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.

### 1. Real Property and Tangible Personal Property.

**We** do not insure for loss:

- a. Caused by water damage, meaning:
  - (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
  - (2) Water which backs up through sewers or drains;
  - (3) Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
  - (4) Water emanating from a sump pump, sump pump well or similar device designed to prevent overflow, seepage or leakage of subsurface water.

Direct loss by fire, explosion or **theft** resulting from water damage is covered.

- b. Caused by earth movement, meaning: earthquake, including land shock waves or tremors before, during or after a volcanic

# Your Policy

eruption; landslide; mudflow; mine subsidence; earth subsidence; sinkhole; or earth sinking, rising or shifting; unless direct loss by:

- (1) Fire;
- (2) Explosion; or
- (3) Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues, and then **we** will pay only for the ensuing loss.

This exclusion does not apply to loss by **theft**.

- c. Or damage due to neglect, meaning neglect of a **covered person** to use all reasonable means to save and preserve property at and after the time of a loss.
- d. Involving intentional or criminal acts of or at the direction of one or more **covered persons**, if the loss that occurs:
  - (1) May reasonably be expected to result from such acts; or
  - (2) Is the intended result of such acts.

This exclusion applies regardless of whether or not the **covered person** is actually charged with, or convicted of a crime.

- e. Damage caused directly or indirectly by:
  - (1) War, including undeclared war, civil war, insurrection, rebellion, revolution;
  - (2) Warlike act by a military force or military personnel; or
  - (3) Destruction or seizure or use for a military purpose;including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- f. Or damage arising out of a nuclear hazard meaning:
  - (1) Any nuclear reaction;
  - (2) Radiation; or
  - (3) Radioactive contamination;

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

Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke. However, direct loss by fire resulting from the nuclear hazard is covered.

- g. Or damage arising from power failure meaning the failure of power or utility service if the failure takes place off **your scheduled location**. But if a covered loss ensues on **your scheduled location**, **we** will pay only for that ensuing loss.

## 2. Real Property. **We** do not insure for loss:

- a. Involving collapse, other than as provided in **Additional Property Coverage, 7. Collapse**.
- b. Caused by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, hot tub, foundation, retaining wall, bulkhead, pier, wharf, dock or piling.
- c. To Condominiums or Cooperatives caused by continuous or repeated seepage or leakage of water or steam over a period of time from within a plumbing, heating or air conditioning system, automatic fire protective sprinkler system or from within a household appliance.
- d. Caused by the following:
  - (1) Wear and tear, aging, marring, scratching or deterioration;
  - (2) Inherent vice, latent defect, electrical or mechanical breakdown or failure;
  - (3) Rust or other corrosion, mold, fungi, wet or dry rot;
  - (4) Smog, smoke from agricultural smudging or industrial operations;
  - (5) Settling, shrinking, bulging, or expansion including resultant cracking, of pavements, patios, foundations, walls, floors, roofs, or ceilings;
  - (6) Birds, vermin, insects, or rodents; or animals kept or owned by a **covered person**;



- (7) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a **Tangible Personal Property - Covered Peril.**

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste whether man-made or natural. Waste includes materials to be recycled, reconditioned or reclaimed.

If any of these cause water not otherwise excluded to escape from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, **we** cover loss caused by the water. **We** also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. **We** do not cover loss to the system or appliance from which this water escaped.

Under exclusions **2.a.**, **2.b.**, **2.c.** and **2.d.**, any ensuing loss from a covered peril to covered property not excluded or excepted in this policy is covered.

- e. Caused by freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system, a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the real property is vacant, unoccupied or being constructed unless **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.
- f. Due to increased expenses **you** incur from any ordinance or law regulating the construction, repair or demolition to the damaged area of **your** covered real property that results from a covered loss, unless **your** Coverage Summary indicates "Building Ordinance Increased Costs" applies.

- g. To covered real property caused by any of the following. However, any ensuing loss not excluded or excepted in this policy is covered.

- (1) Weather conditions. However, this exclusion applies only if weather conditions contribute in any way with a cause or event otherwise excluded 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 **your scheduled location**.

- h. To property owned by a corporation or association of property owners of which the **covered person** is a shareholder or member. This exclusion does not apply to losses covered under **Additional Property Coverage, 8. Loss Assessment**.

- i. Of the first \$5,000 of damages due to vandalism or malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

## HOW WE SETTLE PROPERTY CLAIMS AND WHAT YOU MUST DO

### 1. How We Pay Claims.

**We** may pay for loss in money or repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to **you**.

If **we** return stolen property **we** will pay for any damage resulting from **theft**. **We** may keep all or part of the property at an agreed upon or appraised value.



# Your Policy

## 2. Mortgage Clause.

The word "mortgagee" includes trustee. A mortgagee is applicable only to real property. If a mortgagee is named in this policy, any loss payable shall 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.

If **we** deny **your** claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:

- a. Notifies **us** of any change in ownership or occupancy, or any substantial change in risk of which the mortgagee is aware;
- b. Pays on demand any premium due, 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, Who We Pay** and **Suit Against Us** apply to the mortgagee.

If the policy is canceled or nonrenewed by **us**, the mortgagee shall be notified at least ten days before the date cancellation takes effect.

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 at the time of loss. In this event, **we** shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

## 3. Insurable Interest.

**We** are not liable for covered property to an extent greater than:

- a. **Your** insurable interest in the property; or
- b. The applicable limit of liability.

## 4. Your Duties After Loss.

**You** agree to see that the following things are done after a loss. **We** have no duty to provide coverage under this policy unless there has been full compliance with these duties:

- a. Give prompt notice to **us** or **our** agent.
- b. Notify the police in case of loss by **theft**.
- c. Protect the property from further damage. If repairs to the property are required, **you** must:
  - (1) Make reasonable and necessary repairs to protect the property; and
  - (2) Keep an accurate record of repair expenses.
- d. 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.
- e. As often as **we** reasonably require:
  - (1) Show the damaged property before its repair or disposal, except as provided in 4.c., above;
  - (2) Provide **us** with records and documents **we** request and permit **us** to make copies; and
  - (3) Submit to examination under oath, while not in the presence of any other **covered person** and sign the same.
- f. Allow **us** to take samples of damaged and undamaged property for inspection, testing, and analysis.
- g. 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:
  - (1) The time and cause of loss.
  - (2) The interest of the **covered person** and all others in the property involved and all liens on the property.
  - (3) Other insurance which may cover the loss.

# Your Policy

- (4) Changes in title or occupancy of the property during the term of the policy.
- (5) Specifications of damaged property and detailed repair estimates.
- (6) The inventory of damaged personal property described in 4.d., above.
- (7) Receipts for Additional Living Expenses incurred and records that support the Fair Rental Value loss.

h. Cooperate with **us** in the investigation or settlement of the claim.

## 5. Appraisal.

If **we** and **you** do not agree on the amount of loss, either may demand an appraisal of the loss. In this event each party will select a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will select 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 **your scheduled location** is located. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its own appraiser; and
- b. 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.

## 6. Suit Against Us.

No action can be brought unless the policy provisions have been complied with and the action is started:

- a. Within one year after the date of loss; but
- b. Not until 30 days after the proof of loss has been filed and the amount of loss has been determined.

However, the one year period is extended by the number of days between the date the proof of loss is submitted and the date the claim is denied in whole or in part.

## 7. Abandonment Of Property.

**We** need not accept any property abandoned by a **covered person**.

## 8. Who We Pay.

**We** pay **you** unless another party is named in the policy or is legally entitled to receive payment.

## 9. No Benefit To Bailee.

There is no coverage for anyone holding, storing or transporting property for a fee regardless of any other provision of this policy.

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

## LIABILITY COVERAGE - DWELLING

### PERSONAL LIABILITY - INSURING AGREEMENT

If a claim or suit is brought against **you** or any **covered person** for the following:

1. **Bodily Injury**; or
2. **Property Damage**;

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

1. Pay on **your** behalf claims for which **you** or any **covered person** are legally liable, including pre-judgment interest awarded against **you** or any **covered person**, up to **our** limit of liability; except as excluded by the provisions listed in the **Liability Coverage - Losses We Do Not Cover**; and
2. Provide defense costs for the 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 an **occurrence** equals **our** limit of liability.

### PERSONAL LIABILITY - LIMIT OF LIABILITY

**Our** total liability under **Personal Liability - Dwelling** for all damages resulting from any one **occurrence** will not be more than the limit shown on the Coverage Summary. This limit is the same regardless of the number of:

1. **Covered persons**;

# Your Policy

2. Claims or suits made;
3. Persons who sustain injury or damage; or
4. Acts or failure(s) to act.

## MEDICAL EXPENSE - INSURING AGREEMENT

*We* will pay **medical expenses** that are incurred or medically ascertained within three years from the date of the **occurrence** causing **bodily injury**. This coverage applies:

1. To anyone on an **insured location** with the permission of a **covered person**; or
2. To anyone off an **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 **you** or any **covered person**;
  - c. Is caused by a **residence employee** in the course of the **residence employee's** employment by a **covered person**; or
  - d. Is caused by an animal owned by or in the care of a **covered person**.

No **covered person** for whom **medical expenses** are payable under this coverage shall recover more than once for the same **medical expense** under this or other insurance.

## MEDICAL EXPENSE - LIMIT OF LIABILITY

*Our* total liability under **Medical Expense - Dwelling** for all **medical expense** payable for **bodily injury** to one person as the result of one accident will not be more than the limit shown in the Coverage Summary. This limit applies to each person injured.

## ADDITIONAL LIABILITY COVERAGES

The following coverages are in addition to the limit of liability described in the Coverage Summary, unless noted otherwise:

### 1. First Aid Expenses.

*We* will pay expenses for first aid to others incurred by any **covered person** for **bodily injury** covered under this policy. *We* will not pay for first aid to **you** or any other **covered person**.

### 2. Goodwill Payments.

At **your** request *we* will pay up to \$750 per **occurrence** for **property damage** to property of others caused by **you** or any **family member**, including intentional acts of a **family member** under the age of 13. This coverage does not apply to **property damage**:

- a. To the extent of any amount recoverable under any other section of this policy;
- b. To property:
  - (1) Owned by a **covered person**;
  - (2) Owned by or rented to a tenant of a **covered person**; or
  - (3) Owned by or rented to a resident in **your** household; or
- c. Arising out of:
  - (1) **Business** pursuits;
  - (2) Any act or omission in connection with a premises owned, rented or controlled by a **covered person**, other than a **residence premises**; or
  - (3) The ownership, maintenance or use of any aircraft, watercraft, motor vehicle or any other motorized land conveyance.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by a **covered person**.

### 3. Loss Assessment Coverage.

*We* agree to pay, up to:

- a. \$1,000; or
- b. If shown in the Coverage Summary "Increased Loss Assessment" up to the aggregate amount shown in the Coverage Summary;

for **your** share of loss assessment charged during the policy period against **you** by a corporation or association of property owners when the assessment is made as a result of:

- a. An **occurrence** to which the **Personal Liability - Dwelling** would apply;

# Your Policy

b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:

- (1) The director, officer or trustee is elected by the members of a corporation or association of real property owners; and
- (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of real property owners.

Regardless of the number of assessments, this is the most **we** will pay for loss arising out of:

- a. One **occurrence**; 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.

This coverage does not increase **our** limit of liability.

**We** will not pay more than \$1,000, of **your** assessment per unit that results from a deductible in the insurance purchased by the association of real property owners.

This coverage applies only to loss assessments charged against **you** as owner or tenant of **your scheduled location**.

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

#### 4. Other Payments We Make.

In addition to the limit of liability shown in the Coverage Summary, **we** pay on **your** behalf:

- a. The expenses described below for a claim or suit **we** are obligated to defend:
  - (1) Defense costs incurred at **our** discretion;
  - (2) Premiums on appeal bonds and bonds to release attachments in any suit **we** defend; **we** have no obligation to secure or provide bonds;
  - (3) Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request;

(4) Other reasonable expenses (other than loss of earnings) incurred at **our** request;

(5) Expenses incurred by **us** and costs taxed against any **covered person** in any suit **we** defend.

- b. Interest accruing after a judgment is entered and before the loss is paid in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.

**We** are not obligated to defend suits brought against a **covered person** in any country where **we** are prevented from defending because of laws or other reasons. However, **we** will pay any expense incurred with **our** written consent for the **covered person's** defense.

**Our** obligation to pay the above costs ends when **our** limit of liability has been exhausted.

#### LOSSES WE DO NOT COVER

1. **Personal Liability and Medical Expense** coverages do not apply to **bodily injury** or **property damage**:

- a. Arising out of the rendering or failure to render a professional service of any nature even if covered by any other policy.
- b. Arising out of any property excluded from coverage by endorsements attached to this policy.
- c. Arising out of the ownership, maintenance, occupancy, renting, loaning, use, entrusting, loading or unloading of any motor vehicles, other than:
  - (1) A motorized golf cart when being used to play golf on a golf course, or for travel between the **insured location** and its community golf course for golfing purposes only.
  - (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and;
    - (a) Not owned by a **covered person**; or



# Your Policy

- (b) Owned by a **covered person** and being used on an **insured location** at the time of the accident.
  - (3) A vehicle or conveyance not subject to motor vehicle registration which is:
    - (a) Being used to service a **covered person's** residence at the time of the accident;
    - (b) Designed for assisting the handicapped; or
    - (c) In dead storage on an **insured location**.
  - (4) **Bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by a **covered person**.
- d. Arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading, or unloading of any watercraft, other than:
- (1) Sailing vessels, with or without auxiliary power, less than 26 feet in length that are owned or rented by a **covered person**;
  - (2) Watercraft powered by one or more outboard motors with less than 26 total horsepower;
  - (3) Watercraft powered by inboard or inboard-outboard motor power of 50 horsepower or less, which are owned or rented to a **covered person**;
  - (4) Any watercraft, which is neither:
    - (a) A sailing vessel; nor
    - (b) Motor powered;that is owned or rented by a **covered person**;
  - (5) Watercraft that **you** or any **family member** do not own as long as they are not furnished or available for the regular use of any **covered person**;
  - (6) Watercraft that are stored.

but in no instance will coverage be provided for any watercraft:

- (1) Designated as an airboat, air cushion or similar type of watercraft; or
- (2) Owned by a **covered person** which is a personal watercraft, meaning a craft propelled by water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by a **covered person**.

- e. Which arises out of the transmission of a communicable disease by any **covered person**.
- f. Arising out of a premises:
  - (1) Owned by a **covered person**;
  - (2) Rented to a **covered person**; or
  - (3) Rented to others by a **covered person**;that is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by a **covered person**.
- g. Arising out of the rental or holding for rental of any part of any premises by a **covered person**.

This exclusion (g.) does not apply:

- (1) To the rental or holding for rental of an **insured location**:
  - (a) On an occasional basis if used only as a residence;
  - (b) In part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) In part, as an office, school, studio or private garage.
- (2) When the **scheduled location** is a two or more family dwelling and **you** occupy one part and rent or hold for rental the other part.
- (3) To the rental or holding for rental of a dwelling of four families or fewer, or



condominium or cooperative units that are indicated on the Coverage Summary and owned by **you**.

- h. Intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of one or more **covered persons**. This exclusion applies even if:
- (1) Such **covered person** lacks the mental capacity to govern his or her conduct;
  - (2) Such **bodily injury** or **property damage** is of a different kind or degree than that intended or reasonably expected; or
  - (3) Such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such **covered person** is actually charged with or convicted of a crime.

- i. Arising out of:
- (1) The entrustment by a **covered person** to any person; or
  - (2) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor;
- of any watercraft, motor vehicle or trailer which is not covered under **Liability Coverage** - Dwelling.
- j. Arising out of **business** pursuits of **you** or any **covered person**. This exclusion does not apply to:
- (1) Activities which are used to **non-business** pursuits; or
  - (2) Part-time **business** pursuits of any **covered person** who is under 18 years of age.

- k. Arising out of **your** or any **covered person's** action or failure to act as a director, officer or trustee of an organization, unless:
- (1) In a capacity as a director, officer or trustee **you** or the **covered person**:

- (a) Serve without deriving any income, and
  - (b) The organization is charitable, religious or civic non-profit and chartered as such.
- (2) The organization is a corporation or association of real property owners, and in a capacity as director, officer or trustee, **you** or any **covered person** incurs liability and:
- (a) Is elected by the members of the corporation or association of real property owners; and
  - (b) Serves without deriving any income from the exercise of duties which are solely on the behalf of a corporation or association of real property owners.

l. Arising out of:

- (1) The ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of an aircraft;
- (2) The entrustment by a **covered person** of an aircraft to any person; or
- (3) Vicarious parental liability, whether statutorily imposed or not, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by a **covered person**.

- m. Caused directly or indirectly by war, including:
- (1) Undeclared war, civil war, insurrection, rebellion, revolution;
  - (2) Warlike act by a military force or military personnel; or
  - (3) Destruction or seizure or use for a military purpose;

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and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

- n. Arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance(s) as defined by the 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 orders of a licensed physician.

## 2. Personal Liability does not apply to:

- a. Liability for **your** share of any loss assessment charged against all members of an association, corporation or community of property owners, except as provided under **Additional Liability Coverages, 4. Loss Assessment Coverage**.

- b. **Property damage** to property owned by a **covered person**.

- c. **Property damage** to property rented to, occupied or used by or in the care of any **covered person**.

This exclusion does not apply to **property damage** caused by fire, smoke or explosion.

- d. **Bodily injury** or **property damage** for which a **covered person** under this policy:

- (1) Is also an insured under a nuclear energy liability policy; or
- (2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or any of their successors.

- e. Liability under any contract or agreement. However this exclusion (e.) does not apply to written contracts:

- (1) That relate to the maintenance, ownership or use of an **insured location**; or
- (2) Where the liability of others is assumed by a **covered person** prior to an **occurrence**;

unless excluded in 2.a. above or elsewhere in this "DWELLING FIRE" Segment.

- f. Liability from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

- g. **Bodily injury** to any person eligible to receive any benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided;

by the **covered person** under any:

- (1) Workers compensation law;
- (2) Non-occupational disability law; or
- (3) Occupational disease law.

- h. **Bodily injury** to **you** or any **family member**. This exclusion also applies to any claim or suit brought against any **covered person**;

- (1) To repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of **bodily injury** to a **covered person**.

## 3. Medical Expense coverage does not apply to **bodily injury**:

- a. To a **residence employee** which:

- (1) Occurs off the **insured location**, and
- (2) Does not arise out of or in the course of the **residence employee's** employment by any **covered person**.

- b. To any person eligible to receive benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided;

under any:

- (1) Workers' Compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law.
- c. From any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- d. To any person, other than a **residence employee** of a **covered person**, regularly residing on any part of the **insured location**.

## HOW WE SETTLE LIABILITY CLAIMS AND WHAT YOU MUST DO

### 1. Your Duties After Loss.

After an **occurrence**, **you** and any other **covered person** under this policy must make sure that all of the following are done. **We** have no duty to provide coverage under this policy unless there has been full compliance with these duties:

- a. Give **us** or **our** agent as soon as possible:
  - (1) All information **you** know on the time, place and circumstances of the **occurrence**, and in the case of a crime, also tell the police; and
  - (2) Identity of claimants, witnesses, and **covered persons**.
- b. Forward to **us** all written material **you** receive regarding the **occurrence**.
- c. At **our** request, assist **us** in:
  - (1) Making settlement.
  - (2) Conducting suits and attending hearings or trials.
  - (3) Securing and giving evidence.
  - (4) Enforcing any right of contribution or indemnity against any person or organization who may be liable to a **covered person**.
  - (5) If the loss is under the coverage **Goodwill Payments**, within 60 days after the loss:
    - (a) Submitting to **us** a sworn statement of loss; and

- (b) If in a **covered person's** control, showing the damaged property.

- d. **You** or any other **covered person** shall not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense. This does not apply to first aid to others.

### 2. Duties Of An Injured Person.

The injured person shall:

- a. Give **us** written proof of claim;
- b. Authorize **us** to obtain medical information and other pertinent records;
- c. As often as **we** reasonably require, submit to physical examination by a physician of **our** choice;
- d. Not construe payment of medical claims as an admission of liability by a **covered person** or **us**.

### 3. Suit Against Us.

No action can be brought against **us** unless there has been compliance with the policy provisions.

No action can be brought against **us** until the obligation of the **covered person** has been determined by final judgment or agreement signed by **us**.

No person or organization has any right under this policy to bring **us** into any action to determine the liability of a **covered person**.

## GENERAL PROVISIONS - DWELLING

- 1. The "**GENERAL PROVISIONS**" is amended as follows:

**OTHER INSURANCE** - The following exception is added:

Exception:

- a. For Condominium and Cooperative owners - If, at the time of loss, there is other insurance in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance will be

# Your Policy

excess over the amount recoverable under such other insurance.

- b. Any insurance **we** provide, with respect to a watercraft that **you** or any **family member** do not own, shall be excess over other valid and collectible insurance.
- c. This insurance will be excess over any amounts recoverable under coverage required to be provided by any workers' compensation, disability benefits or similar law.

2. The following provisions are added to the **"GENERAL PROVISIONS"**:

a. **SUBROGATION**

A **covered person** may waive in writing before a loss all rights of recovery against any person.

If not waived, **we** may require an assignment of rights of recovery for a loss to the extent that payment is made by **us**.

If an assignment is sought, a **covered person** must sign and deliver all related papers and cooperate with **us**.

b. **ADDITIONAL INSURED**

The definition of **you** and **your** includes the person or organization named in the Coverage Summary as an Additional Insured

for the **"DWELLING FIRE"** Segment, with respect to:

- (1) **Property Coverage - Real Property;**
- (2) **Liability Coverage - Personal Liability;** and
- (3) **Liability Coverage - Medical Expense;**

but only with respect to the premises associated with that "Additional Insured" in the Coverage Summary.

This coverage extension does not apply to **bodily injury** to an employee arising out of or in the course of the employee's employment by the person or organization.

c. **THE LAW**

If anything in this policy conflicts with state or local laws, **we** agree to honor any claim or suit in conformity with the law.

d. **CHANGES DURING THE POLICY PERIOD**

If there is a change to the information used to develop the premium for this policy, **we** may adjust **your** premium. Changes during the policy term may result in a premium increase or decrease.

If a change requires a premium adjustment, **we** will make the premium adjustment in accordance with **our** manual rules.