

## AMENDMENT OF HOME AND DWELLING FIRE PROVISIONS - NEVADA

### DEFINITIONS

The following definition is added as 18 in the Elite and Deluxe Home segment and 15 in the Special-Home and Dwelling Fire segment:

**Remediation** means the reasonable and necessary treatment, removal or disposal of biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - required to repair or replace property covered under **PROPERTY COVERAGE - HOME** damaged by a covered peril.

**Remediation** includes payment for any reasonable increase in living expenses necessary for **your** household to maintain its normal standard of living if biological irritants, contaminants or spores make **your residence premises** uninhabitable. If biological irritants, contaminants or spores make **your residence premises**, or for the **DWELLING FIRE** Segment, **your scheduled location**, rented to others or held out for rental uninhabitable, **remediation** also includes payment of its fair rental value, less any expenses that do not continue. **Remediation** does not include payment for loss or expense due to cancellation of a lease or agreement.

For the **SPECIAL-HOME** Segment, including all attached endorsements, any reference to "aggregate property limit" is deleted and replaced by "property location limit". Property Location Limit is added to the definitions section as number 16

**Property Location Limit** means the sum of the individual limits of insurance for **your** residence, tangible personal property and other structures respectively for such residence as specified in the Coverage Summary.

### PROPERTY COVERAGE

#### REAL PROPERTY LIMIT OF LIABILITY

For the **SPECIAL-HOME** Segment, Provisions 1. and 2. are deleted in their entirety and replaced by 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;
- c. For dwelling - The estimated residence value shown in the Coverage Summary for that particular residence; or
- d. For other structures located on the residence premises but physically separated from the dwelling - 10% of the estimated residence value shown in the Coverage Summary. This limit is the most **we** will pay regardless of the number of other structures damaged in the same occurrence.

2. If the Coverage Summary indicates that "Specified Additional Amount of Insurance for Dwelling Coverage" applies and 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; 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 residence value indicated in the Coverage Summary is less than the current replacement cost, **we** will:

- a. Increase the residence value to equal the current replacement cost of the residence, subject to a maximum increase of 25% of the estimated residence value; and
- b. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limit of liability.

At the time of loss, Other Structures and Tangible Personal Property coverage

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# Required Coverages and Amendments

percentages will not be increased as a result of Specified Additional Amount of Insurance for Dwelling Coverage on your dwelling.

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. The current replacement cost of the real property is based on either:

- a. a recalculation of **your** home based on information that **you** provided or on information gathered from an inspection or both; or
- b. a residential cost index applied to each policy anniversary. The index is an estimate of the increased cost of rebuilding or repairing your home and is based on information provided to us by a major appraisal company and other available information.

For the **DWELLING FIRE** Segment, **SPECIAL-HOME** Segment and **DELUXE-HOME** Segment, the following section **1.d.** is added to the payment section to cap **Other Structures** within the aggregate limit.

- d. Coverage for **Other Structures** on **your** residence premises will be limited to the smallest of:
  1. the current replacement cost, or
  2. unless additional **Other Structures** Coverage is on the Coverage Summary, or 20% of the aggregate property location limit for the **DELUXE HOME** Segment.

## PROPERTY COVERAGE

### TANGIBLE PERSONAL PROPERTY

#### 1. PROPERTY SPECIAL LIMITS

The introductory paragraphs are deleted, and replaced by the following:

To keep **your** premium as low as possible, **we** have limited the amount **we** will pay for certain categories of tangible personal property. 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.

If an article covered under any of these categories is separately described and/or specifically insured elsewhere in this policy, and the actual cost of the article is discovered to exceed the amount specifically provided elsewhere, **we** will in no event pay more for that article than the higher of:

- a. The amount specifically provided elsewhere; or
- b. The amount available from the applicable limit below, after that limit has been reduced by any other payments under that category for the same loss.

Only in the **SPECIAL-HOME** Segment and the **DWELLING FIRE** Segment, Category **3.** is deleted in its entirety, and replaced by the following:

3. \$1,000 . . . 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 \$250.

Only in the **SPECIAL-HOME** Segment and the **DWELLING FIRE** Segment, Category **5.** is deleted in its entirety, and replaced by the following:

5. \$1,000 . . . For loss to trading cards, comic books, memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value, subject to a maximum amount of \$250 per trading card, comic book or other individual item.

Only in the **DELUXE-HOME** Segment, Category **5.** is deleted in its entirety, and replaced by the following:

5. \$2,500 . . . For loss to trading cards, comic books, memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value, subject to a maximum amount of \$250 per trading card, comic book or other individual item.

Only in the **DELUXE-HOME** Segment, Category **7.** is deleted in its entirety, and replaced by the following:

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# Required Coverages and Amendments



7. \$5,000 . . . For Loss by **theft** of jewelry, watches, precious and semi-precious stones, furs, and garments trimmed with fur or consisting primarily of fur.

Only in the **DELUXE-HOME** Segment, Category **10** is added.

10. \$2500 . . . For loss by misplacing or losing of jewelry, watches, precious and semi-precious stones.

Only in the **DWELLING FIRE, SPECIAL-HOME** and **DELUXE-HOME** Segments, the following category is added as number 10 in the DWELLING FIRE, and SPECIAL - HOME, and number 11 in the DELUXE - HOME:

\$10,000 . . . For theft of rugs, including, but not limited to, any hand-woven silk or wool rug, carpet, tapestry, wall-hanging or other similar article whose principal value is determined by its color, design, quality of wool or silk, quality of weaving, condition or age.

For the **SPECIAL-HOME** Segment, under **TANGIBLE PERSONAL PROPERTY - LIMIT OF LIABILITY**, Provisions **1.** and **2.** are deleted in their entirety and replaced by the following:

1. Tangible Personal Property is insured on an actual cash value basis (with deduction for depreciation) unless the Coverage Summary indicates that "Personal Property Replacement Cost" coverage applies. When Tangible Personal Property is insured on an actual cash value basis, covered losses for tangible personal property will be settled on an actual cash value basis (without deduction for depreciation), but not exceeding 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 amount the **we** could reasonably be expected to pay to replace the article with a new one substantially identical to the article lost or damaged;
- c. The amount specified in the section called **Tangible Personal Property - Special Limits**; or

- d. 50% of the estimated residence value shown in the Coverage Summary.

2. If the Coverage Summary indicates that "Personal Property Replacement Cost" coverage applies, covered losses will be settled on a replacement cost basis (without deduction for depreciation) but 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 amount that **we** could reasonably be expected to pay to replace the article with a new one substantially identical to the article lost or damaged;
- c. The amount specified in the section called **Tangible Personal Property - Special Limits**; or
- d. 70% of the estimated residence value shown in the Coverage Summary.

Personal Property Replacement Cost Coverage will not apply to property that was obsolete or unusable for the originally intended purpose, because of age or condition, prior to the loss.

At our option, **we** may repair or **we** may replace with a new item of similar or like kind and quality.

If the replacement cost for the entire loss under this **HOME** Segment is more than \$3,000 **we** will pay no more than the actual cash value for the loss or damage until actual repair or replacement is complete.

**For the Home Segment under TANGIBLE PERSONAL PROPERTY - PROPERTY SPECIAL LIMITS number 5 in the Special - Home and number 4 in the Deluxe - Home and Elite - Home;**

The paragraph is deleted, and replaced by the following:

**Our** limit of liability for tangible personal property usually located at a covered person's residence or premises is 5% of the aggregate property limit shown on the Coverage Summary provided such residence or premises is:

Provision **6.** is added for the **DWELLING FIRE** Segment:

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# Required Coverages and Amendments

6. Property on premises regularly rented or held for rental to others by a **covered person** is limited to 10% of the dwelling value unless additional contents coverage is purchased.

## PROPERTY COVERAGE - HOME

### ADDITIONAL PROPERTY COVERAGES

1. Under **1. Additional Living Expense** in the **SPECIAL, DELUXE** and **ELITE-HOME** Segments, item **a.** is deleted and replaced by the following:

- a. If a loss covered under **Property Coverage - Home** makes your **residence premises** uninhabitable, **we** cover reasonable increases in living expenses necessary for **your** household to maintain its normal standard of living. However, additional living expenses due to **remediation** of biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - will not be paid in addition to any amounts paid or payable under **Additional Property Coverages, 26. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DELUXE** and **ELITE-HOME** Segments, or **24. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **SPECIAL-HOME** Segment.

Coverage for additional living expenses payable under this provision is limited to:

- (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 one 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.

2. Under **1. Additional Living Expense** in the **DWELLING FIRE** Segment, item **a.** is deleted and replaced by the following:

- a. If a loss covered under **Property Coverage - Dwelling** makes **your residence premises** uninhabitable, **we** cover reasonable increases in living expenses necessary for **your** household to maintain its normal standard of living. However, additional living expenses due to **remediation** of biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - will not be paid in addition to any amounts paid or payable under **Additional Property Coverages, 16. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DWELLING FIRE** Segment.

Coverage for additional living expenses payable under this provision is limited to:

- (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 one 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.

3. Item **2. Fair Rental Value** in the **SPECIAL, DELUXE** and **ELITE-HOME** Segments, is deleted and replaced by the following:

### 2. Fair Rental Value

If a loss covered under **Property Coverage o Home** makes your **residence premises** rented to others or held for rental uninhabitable, **we** cover its fair rental value, less any expenses that do not continue. However, loss of rental income due to **remediation** of biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - will not be paid in addition to any

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amounts paid or payable under **Additional Property Coverages, 26. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DELUXE** and **ELITE-HOME** Segments, or **24. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **SPECIAL-HOME** Segment.

Coverage for fair rental value payable under this provision is limited to 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.

4. Item **2. Fair Rental Value** in the **DWELLING FIRE** Segment, is deleted and replaced by the following:

## 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. However, loss of rental income due to **remediation** of biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - will not be paid in addition to any amounts paid or payable under **Additional Property Coverages, 16. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DWELLING FIRE** Segment.

The maximum limit for coverage under this provision is as follows:

- a. For other than Condominiums:
- (1) 20% of the dwelling replacement value shown in the Coverage Summary; or
  - (2) If shown in 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.

5. Provision **4. Debris Removal** is deleted from the **"HOME"** Segment in its entirety, and it is replaced by the following:

## 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** or **Covered Peril**;  
provided the tree(s):
  - a. Damage(s) d a covered structure;

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# Required Coverages and Amendments

- b. Block(s) a driveway on the residence premises so that vehicles cannot pass;
- c. Block(s) a ramp or driveway for handicapped persons' access to a structure; or
- d. Prohibit(s) safe entry into a covered structure through any of its normal entryways.

The \$500 limit is the most **we** will pay in any one loss regardless of the number of fallen trees.

**6. Additional Property Coverage Building Ordinance Increased Costs** is added to the **SPECIAL-HOME 20.** and **DWELLING FIRE Segment 15:**

**Building Ordinance Increased Costs.**

Unless another limit is shown on your Coverage Summary, **you** may use up to 5% of the Property Location Limit to pay for:

- a. loss; or
- b. damage;

caused by a **Covered Peril** to the:

- a. covered property; or
- b. the building containing the covered property;

on the basis of any ordinance or law that regulates the construction, repair, or demolition of this property. This provision applies only if the property is repaired or replaced.

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

**7. The following Additional Coverage as number 26.** is added for the **DELUXE** and **ELITE-HOME** Segments; Additional Coverage **24.** is added for the **SPECIAL-HOME** Segment; and Additional Coverage **16.** is added for the **DWELLING FIRE** Segment:

## Biological Irritants, Contaminants or Spores Remediation Coverage

Subject to the limit and exceptions stated below, **we** will pay for **remediation** of biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - that is a direct result of a covered peril under **PROPERTY COVERAGE - HOME** or **PROPERTY COVERAGE - DWELLING.**

This coverage does not apply if such loss is a result of:

- a. the failure of a **covered person** to exercise reasonable care in maintaining the **insured location**;
- b. the failure of a **covered person** to use all reasonable measures to save and preserve covered property at and after the time of a loss; or
- c. continuous or repeated seepage or leakage of water or steam, which occurs over a period of weeks, months, or years from a plumbing, heating or air conditioning system, automatic fire protective sprinkler system, or household appliance.

**We** do not cover any loss in value to the **insured location** caused by, consisting of, or resulting from biological irritants, contaminants or spores, including but not limited to, mold, fungus, wet rot, dry rot, or bacteria.

For **SPECIAL-HOME** Segments, this coverage is limited to a total of \$5,000 for **remediation**. For **DWELLING FIRE** Segments, this coverage is limited to a total of \$5,000 for **remediation**. For **DELUXE** and **ELITE-HOME** Segments, this coverage is limited to a total of \$10,000 for **remediation**.

The residence deductible shown in the Coverage Summary applies to this coverage. Only one deductible amount shall be applied to each **occurrence**.

## COLLAPSE

- A. With respect to the Additional Coverage:

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# Required Coverages and Amendments



1. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
2. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
3. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
4. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

**B. We** insure for direct physical loss to covered real property and tangible personal property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

1. Decay that is hidden from view, unless the presence of such decay is known to you prior to collapse;
2. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to you prior to collapse;
3. Weight of contents, equipment, animals, or people;
4. Weight of rain which collects on a roof;
5. 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
6. A **Real Property** covered peril for **ELITE**; and Tangible Personal Property for **SPECIAL, DELUXE** and **DWELLING FIRE**.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items **(1), (2), (3), (4), (5),** and **(6)** unless

the loss is a direct result of the collapse of a covered building or any part of a covered building.

## REAL AND TANGIBLE PERSONAL PROPERTY COVERAGE

### E. LOSSES WE DO NOT COVER

1. Under **1. Real Property and Tangible Personal Property** in the **ELITE-HOME** Segment, exclusion **f.** is amended as follows:
  - a. Parts **(1)** and **(2)** are deleted and replaced by the following:
    - (1)** Flood, surface water, sewage, waves, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, whether or not driven by wind;
    - (2)** 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
  - b. Part **(3)** is added:
    - (3)** Any loss caused by, consisting of, or resulting from biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - other than as provided in **Additional Property Coverages, 26. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **ELITE-HOME** Segment.
2. The following exclusion is added under **1. Real Property and Tangible Personal Property** in the **ELITE-HOME** Segment:
  - n. Caused by, consisting of, or resulting from biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria, other than as provided in **Additional Property Coverage, 26. Biological Irritants, Contaminants or Spores Remediation Coverage**.

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# Required Coverages and Amendments

3. Under **1. Real Property and Tangible Personal Property** in the **DELUXE** and **SPECIAL-HOME** Segments and the **DWELLING FIRE** Segment, exclusion **a.** is amended as follows:
- a. Parts **(1), (2), (3), and (4)** are deleted and replaced by the following:
- (1)** Flood, surface water, sewage, waves, tidal water, tsunami, seiche, 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;
  - (4)** Water emanating from a sump pump, sump pump well or similar device designed to prevent overflow, seepage or leakage of subsurface water; or
- b. Part **(5)** is added:
- (5)** Any loss caused by, consisting of, or resulting from biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - other than as provided in **Additional Property Coverages, 26. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DELUXE-HOME** Segment, **24. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **SPECIAL-HOME** Segment, and **16. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DWELLING FIRE** Segment.
4. The following exclusion is added under **1. Real Property and Tangible Personal**

**Property** in the **DELUXE** and **SPECIAL-HOME** Segments and the **DWELLING FIRE** Segment:

- i. Caused by, consisting of, or resulting from biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - other than as provided in **Additional Property Coverages, 26. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DELUXE-HOME** Segment, **24. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **SPECIAL-HOME** Segment, and **16. Biological Irritants, Contaminants or Spores Remediation Coverage** in the **DWELLING FIRE** Segment.

Under **1. Real Property and Tangible Personal Property** exclusion **b.** in the **DELUXE-HOME** Segment, **SPECIAL-HOME** Segment or **DWELLING FIRE** Segment, is deleted and replaced by the following:

**We** do not insure for loss:

- b. Caused by earth movement, meaning: earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mudflow; mine subsidence; earth subsidence; sinkhole; or earth sinking, rising or shifting; or movement resulting from improper compaction, site selection or any other external forces; 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**.

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# Required Coverages and Amendments



## LOSSES WE DO NOT COVER

Under the **Real Property 2.c.** in the **DELUXE HOME** Segment and under **1.c. Real and Tangible Personal Property** in the **ELITE HOME** Segment, items **(1)** and **(2)** are replaced by: a third item is added:

- (1)** Condominiums or Cooperatives;
- (2)** Residences rented to **you**; or

A third item is added:

- (3)** and secondary/seasonal dwelling;

Under **2. Real Property**, provision **c.** in the **SPECIAL-HOME** Segment is deleted and replaced by the following:

- c.** Caused by continuous or repeated seepage over a period of weeks, months or years, of water, steam or fuel:
  - (1)** From a plumbing, heating, air conditioning or automatic fire protection system, or from within a domestic appliance; or
  - (2)** From within or around any plumbing fixtures, including but not limited to shower stalls, shower baths, tub installations, sinks or other fixtures designed for use of water or steam.

Under **Real Property 2**, paragraph **c.** in the **DWELLING FIRE** Segment is deleted in its entirety and replaced by:

- c.** To Condominiums or Cooperatives or any seasonal/secondary residence, 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.

Under **1. Real Property and Tangible Personal Property**, the following is added to exclusion **1.** in the **ELITE-HOME** Segment:

**We do not insure for loss:**

Caused by earth movement, meaning: earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mudflow; mine subsidence; earth

subsidence; sinkhole; or earth sinking, rising or shifting; or movement resulting from improper compaction, site selection or any other external forces; 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**.

Under **2. Real Property** in the **SPECIAL-HOME** Segment, **DELUXE-HOME** Segment or **DWELLING FIRE** Segment, exclusion **d.** is deleted in its entirety and replaced by the following:

**We do not insure for loss:**

**d.** Caused by or consisting of 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;
- (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)** Pressure from or presence of tree, shrub or plant roots; or growth of any tree, shrub, plant or lawn, whether such growth is above or below the surface of the ground to:
  - a.** pavement, patios, and walls not part of the dwelling; or

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- b. plumbing systems, including outdoor pipes; or
- (8) 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 other than (7), 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 **1. Real Property and Tangible Personal Property** in the **ELITE-HOME** Segment, exclusion **d.** is deleted in its entirety and replaced by the following:

**We** do not insure for loss:

- d. Caused by or consisting of 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;
  - (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; or

- (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.

## LIABILITY COVERAGE - HOME

### PERSONAL LIABILITY - INSURING AGREEMENT

The **PERSONAL LIABILITY INSURING AGREEMENT** is replaced by:

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

1. **Personal injury**;
2. **Bodily injury**; or
3. **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

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# Required Coverages and Amendments



as excluded by the provisions listed in the **Liability Coverage - Losses We Do Not Cover**.

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.
3. Pay on your behalf claims for **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - at the **insured location** up to the applicable limit of liability; subject to the exclusions listed in **Liability Coverage o Losses We Do Not Cover**.

**PERSONAL LIABILITY - LIMIT OF LIABILITY** in the **SPECIAL, DELUXE** and **ELITE-HOME** Segments, and the **DWELLING FIRE** Segment

The title is changed to **PERSONAL LIABILITY - LIMITS OF LIABILITY**.

The **PERSONAL LIABILITY - LIMIT OF LIABILITY** provision is deleted and replaced by the following:

1. Our total liability under **Personal Liability - Home** for all damages resulting from any one **occurrence** excluding any damages which, in whole or in part, arise out of, are aggravated by, or result from biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - will not be more than the **Personal Liability** limit shown on the Coverage Summary.

This limit is the same regardless of the number of:

- a. **Covered Persons**;
  - b. Claims or suits made;
  - c. Persons who sustain injury or damage; or
  - d. Acts or failure(s) to act.
2. **Our** total liability in any one policy period for all damages which, in whole or in part, arise out of, are aggravated by, or result from, biological irritants, contaminants or spores - including but

not limited to, mold, fungus, wet rot, dry rot, or bacteria- at the **insured location** during the policy period will not be more than the **Personal Liability - Biological Irritants, Contaminants or Spores** limit shown on the Coverage Summary.

This aggregate limit is the same regardless of the number of:

- a. **Occurrences** during the policy period;
- b. Covered Persons;
- c. Claims or suits made;
- d. Persons who sustain injury or damage;
- e. Acts or failure(s) to act; or
- f. Locations insured under the policy.

## LIABILITY COVERAGE - HOME

### E. LOSSES WE DO NOT COVER

Under 1. **Personal Liability and Medical Expense** coverages do not apply to **bodily injury** or **property damage** in the **DWELLING FIRE** Segment, the following exclusion is added:

- q. Arising out of, aggravated by, or resulting from, in whole or in part, biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - at the **insured location**, beyond the limit provided in **PERSONAL LIABILITY - LIMITS OF LIABILITY** item 2.

Under 1. **Personal Liability and Medical Expense** coverages do not apply to **bodily injury** or **property damage** in the **DWELLING FIRE** Segment, the following exclusion is added:

- r. Arising out of, aggravated by, or resulting from, in whole or in part, biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - in a premises of an **insured location**, rented to other by a **covered person**.

Under 2. **Personal Liability** in the **DWELLING FIRE** Segment, the following exclusion is added:

- i. Liability under any lease or other contract or agreement concerning the **insured location**

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# Required Coverages and Amendments

for loss which, in whole or in part, arises out of, is aggravated by, or results from biological irritants, contaminants or spores - including but not limited to, mold, fungus, wet rot, dry rot, or bacteria - at the **insured location**.

Restriction 4. is deleted and replaced by the following:

**4. Personal Injury** does not apply to:

- a. Injury caused by a violation of a law or ordinance by, or with the knowledge or the expressed or implied consent of a **covered person**;
- b. Injury sustained by any person as a result of an offense directly or indirectly related to the acts of a person in the employment of a **covered person**;
- c. Injury arising out of or in connection with a **business** engaged in by a **covered person**. This exclusion 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**;
- d. Civic or public activities performed for pay by any **covered person**;
- e. Injury arising out of:
  - (1) Oral or written publication of material, if done by or at the direction of any covered person with knowledge of its falsity;
  - (2) Discrimination because of race, creed, color, sex, sexual preference, religion, age or national origin.
- f. Injury to **your** a **covered person** within the meaning if part **a.** or **b.** of the **covered person** definition; or
- g. Liability 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**.

## GENERAL PROVISIONS

### F. TERMINATION

Paragraph **c.** under **Cancellation** is deleted and replaced by the following:

**c. We** may cancel:

- (1) If you do not pay the premium, at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy or Segment has been in effect for 69 days or less and is not a renewal with us, for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy or Segment has been in effect for at least 70 days or at any time if it is a renewal with **us**:
  - (a) If **you** have made a material misrepresentation in the policy application which we have relied upon in affording coverage; or
  - (b) If the insured risk has substantially changed since the policy inception date and such change would warrant a substantial difference in the premium charged.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.