

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – NEVADA

DEFINITIONS

The introductory paragraph is deleted and replaced by the following:

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

1. The spouse; or
2. A party who, with the "named insured", has entered into a domestic partnership recognized under Nevada law;

if a resident of the same household.

"We", "us" and "our" refer to the company providing this insurance. In addition, certain words and phrases are defined as follows:

SECTION I – EXCLUSIONS

The first paragraph of this section is deleted and replaced by the following:

We do not cover any direct or indirect loss or damage caused by, resulting from, contributing to or aggravated by any of these excluded perils. Loss from any of these perils is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event:

- (1) Results in widespread damage;
- (2) Affects a substantial area; or
- (3) Occurs gradually or suddenly.

These exclusions also apply whether or not the loss event arises from:

- (1) Any acts of nature;
 - (2) Any human action or inaction;
 - (3) The forces of animals, plants or other living or dead organisms; or
 - (4) Any other natural or artificial process.
2. **Earth Movement** is deleted and replaced by the following:
2. **Earth Movement**, meaning events that include but are not limited to the following:
- a. Earthquake and earthquake aftershocks;
 - b. Volcano activity including but not limited to:
 - (1) Volcanic eruption;

(2) Volcanic explosion;

(3) Effusion of volcanic material; or

(4) Lava flow;

- c. Mudslide, including mudflow, debris flow, landslide, avalanche, or sediment;
- d. Sinkhole;
- e. Subsidence;
- f. Excavation collapse;
- g. Erosion; or
- h. Any expansion, shifting, rising, sinking, contracting, or settling of the earth, soil or land.

This exclusion applies whether or not the earth, soil or land is combined or mixed with water or any other liquid or natural or man made material.

However, loss caused directly by the specific perils:

- a. Fire;
- b. Explosion;
- c. Breakage of building or dwelling glass or safety glazing material, including storm doors or windows; or
- d. Theft;

following any earth movement is covered.

3. **Water Damage** is deleted and replaced by the following:

3. **Water Damage**, meaning;

- a. Flood, surface water, ground water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, whether or not a result of precipitation or driven by wind;
- b. Any water or water borne material that enters through or backs up from a sewer or drain, or which overflows or discharges from a sump, sump pump or related equipment;
- c. Any water or water borne material located below the surface of the ground including water or water borne material:

- (1) Which exerts pressure on, seeps, leaks or flows into:

- (a) Any part of the dwelling or other structures;
- (b) The foundation of the dwelling or other structures;
- (c) Any paved surface located on the "residence premises"; or
- (d) Any spa, hot tub, or swimming pool.

(2) Which causes earth movement; or

- d. Any overflow, release, migration or discharge of water in any manner from a dam, levee, dike, hurricane barrier or any water or flood control device.

Direct loss by fire, explosion or theft resulting from water damage will be covered.

SECTION I – CONDITIONS

2. **Duties After Loss.** The first paragraph of this section is deleted and replaced by the following:

In case of a loss to covered property, we have no duty to provide coverage under this policy if the following duties are not performed. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either.

Paragraph a. is deleted and replaced by the following:

- a. Give us prompt notice. With respect to a loss caused by the peril of windstorm or hail, that notice must occur no later than one year after the date of loss;

SECTION II – ADDITIONAL COVERAGES

The following additional coverage is added:

5. **Property Damage Coverage For Military Personnel and Federal Government Employees:**

If an "insured" is:

- a. A United States Government Employee; or
- b. A member of the United States Military,

We agree to pay for "property damage" to United States government property, for which such "insured" is responsible under applicable rules or regulations.

Payment for such "property damage" will be at replacement cost. Under this endorsement "replacement cost" is defined as the amount necessary to repair or replace the damaged property with no deduction for depreciation, subject to the Limit of Liability for this Additional Coverage.

Our Limit of Liability, per "occurrence", under this Additional Coverage for all damages resulting from any one "occurrence" shall not exceed two months basic pay for the "insured", as of the time of the "occurrence".

We will not pay for "property damage" to:

- a. Aircraft;
- b. "Motor vehicles";
- c. Watercraft; or
- d. Weapons

We will not pay for "property damage":

- a. To the extent of any amount payable under Section I of this policy; or
- b. Caused intentionally by any "insured" who is 13 years of age or older.

SECTION II – EXCLUSIONS

A. **Coverage E – Personal Liability and Coverage F – Medical Payments to Others:** The following item is added:

- Or any loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead pigment, lead compounds or lead in any form which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

- (1) Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- (2) Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such "bodily injury" or "property damage", damages, loss, cost, payment or expense; or
- (3) Any request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of lead, lead pigment, lead compounds or materials or substances containing lead in any form.

SECTION II – CONDITIONS

Paragraph A. **Limit of Liability** is replaced by the following:

A. Limit of Liability

1. Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** Limit of Liability shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".
2. **Sub-limit of Liability**
Subject to paragraph 1. above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sub-limit is within, but does not increase, the Coverage **E** limit of liability.
3. The limit of liability in 1. above and sub-limit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Limit of Liability for Coverage **F** as shown in the Declarations.

SECTIONS I AND II – CONDITIONS

3. **Cancellation.** Paragraph **b.(3)** is deleted and replaced by the following:
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (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 notifying you at least 30 days before the date cancellation takes effect.

Paragraph **7. Death** is deleted and replaced by the following:

7. Death.

If any person named in the Declarations or:

- a. The spouse, if a resident of the same household; or
- b. A party who, with the "named insured", has entered into a domestic partnership recognized under Nevada law if a resident of the same household;

dies, the following apply:

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

All other provisions of this policy apply.

