

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 – PROPERTY COVERAGES
COVERAGE D – LOSS OF USE

The following paragraph is added under 1. Additional Living Expense:

If a power failure away from the "residence premises", caused by a Peril Insured Against under this policy, makes the "residence premises" uninhabitable, we cover any necessary increase in living expenses as provided above for up to 14 days. Coverage begins when the "residence premises" has been uninhabitable for 48 consecutive hours.

The following paragraph is added under 2. Fair Rental Value:

If a power failure away from the "residence premises", caused by a Peril Insured Against under this policy, makes that part of the "residence premises" rented to others or held for rental by you uninhabitable, we cover the fair rental value as provided above for up to 14 days. Coverage begins when the "residence premises" has been uninhabitable for 48 consecutive hours.

SECTION I – ADDITIONAL COVERAGES

8. **Loss Assessment** is deleted and replaced with the following:
8. **Loss Assessment.** We will pay up to \$50,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to the property, owned by all members collectively and of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against, other than:

- a. Earthquake; or
- b. Land shock waves or tremors which occur before, during or after a volcanic eruption.

The limit of \$50,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will apply only one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

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

Section I Condition 17. Policy Period does not apply to this coverage.

21. **Identity Fraud Expense** is deleted and replaced with the following:

21. **Identity Fraud Expense Reimbursement Coverage.**

- a. We will reimburse up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud". This coverage applies to any one "identity fraud" discovered during the policy period. Also you will have access to "resolution services" from a consumer fraud specialist. This specialist will assist you in the process of restoring your identity.

Any act or series of acts committed by any one person or group of persons acting in concert; or in which any one person or group of persons is concerned or implicated is considered to be one "identity fraud". This coverage applies even if a series of acts continues into a subsequent policy period.

- b. **Definitions.** With respect to the provisions of this additional coverage only, the definitions below are added:

"Expenses" means:

- (1) Costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, healthcare providers, merchants or other credit grantors that have required that such affidavits be notarized.
- (2) Costs for certified mail to:
 - (a) Law enforcement agencies;
 - (b) Credit agencies;
 - (c) Financial institutions;

- (d) Healthcare providers;
 - (e) Merchants; or
 - (f) Other credit grantors.
- (3) Lost wages or salaried earnings, up to a maximum payment of \$1,000 per week for a maximum period of five weeks, during absence from employment:
- (a) To communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors;
 - (b) To complete fraud affidavits or similar documents; or
 - (c) Due to wrongful incarceration arising solely from someone having committed a crime in the "insured's" name. Lost wages shall not apply in the case of wrongful incarceration absent all charges being dropped or an acquittal of the "insured".
- (4) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- (5) Reasonable attorney fees incurred, with our prior written consent, for:
- (a) Defense of lawsuits brought against the "insured" by financial institutions, healthcare providers, merchants or other credit grantors or their collection agencies;
 - (b) The removal of any criminal or civil judgments wrongly entered against an "insured";
 - (c) Challenging the accuracy or completeness of any information in a consumer credit report;
 - (d) Pursuing the release of medical records solely for the purpose of investigating medical related "identity fraud", upon the exhaustion of the healthcare provider's medical record and personal information request and appeal process;
 - (e) Contesting wrongfully incurred tax liability; or
 - (f) Contesting the wrongful transfer of ownership of an "insured's" tangible property.
- (6) Charges incurred for long distance telephone calls, cellular telephone calls and facsimiles, to law enforcement agencies, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors to report or discuss an actual "identity fraud".
- (7) Costs for daycare and eldercare incurred by an "insured". This coverage applies if charges incurred are solely as a direct result of any one "identity fraud".
- (8) Reasonable costs for travel and accommodations incurred by the "insured", up to a maximum payment of \$1,000 per week for a maximum period of five weeks, to:
- (a) Participate in the defense of lawsuits brought against the "insured" by financial institutions, healthcare providers, merchants, other credit grantors or their collection agencies;
 - (b) Challenge the accuracy or completeness of any information in a consumer credit report;
 - (c) Participate in the criminal prosecution of the perpetrators of the "identity fraud"; or
 - (d) File in person loss affidavits and civil or criminal complaints with local law enforcement in the jurisdiction in which the "identity fraud" occurred, as required by local law.
- (9) Fees for the re-application and re-issuance of government issued personal identification documentation, including passports, commercial and non-commercial drivers licenses, state and federal personal identification cards, and social security cards, compromised as a result of "identity fraud".
- (10) Fees charged for copies of medical records, including x-rays, obtained solely for the purpose of investigating medical-related "identity fraud".

"Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit or to aid or abet; any illegal activity that constitutes a violation of federal law or a felony under any applicable state or local law.

"Resolution services" include:

- (a) Ordering your credit report;

- (b) Alerting credit reporting agencies;
- (c) Providing credit monitoring; and
- (d) Preparing documentation and letters.

You are limited to a maximum of three 6-month enrollments with the consumer fraud specialist we provide to you for any one "identity fraud".

"Resolution services" are not available to any person under 14 years old. Services are limited to those services not involved in the obtaining of credit report information for any person aged 14-17 years old.

- c. **Exclusions.** The following exclusions apply to this coverage. These exclusions are in addition to the Section I – Exclusions in the policy.

We do not cover:

- (1) Loss arising out of "business" pursuits of any "insured".
- (2) "Expenses" incurred due to any fraudulent or dishonest or criminal act by an "insured". We also do not cover any person acting in concert with an "insured" or by any authorized representative of an "insured". This exclusion applies whether acting alone or in collusion with others.
- (3) Loss other than "expenses" or "resolution services".

- d. **Deductible.** No deductible applies to **Identity Fraud Expense Reimbursement** coverage.

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 except as provided under Additional Cover-

age 22. Water Back Up and Sump Discharge or Overflow;

- 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.

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied, or controlled by an "insured" is covered.

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

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.

Paragraph h.(9) is deleted and replaced by the following:

- (9) Receipts or bills or other records that support your claim for "expenses" un-

der **Identity Fraud Expense Reimbursement** coverage.

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, including vehicles not designed for travel on public roads or subject to registration;
- 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 in-

corporated into any material or substance. This exclusion applies, but is not limited to:

- a. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- b. 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
- c. 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". All "personal injury" resulting from a series of related offenses shall be considered to be the result of one offense.
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) After this policy is in effect for 60 days or more, or at any time if this is a renewal or continuation policy, 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.

