

QBE Specialty Insurance Company

Policy Declaration Page

**Policy No: CAA HO3 0700005614 01**

**Renewal of Policy No: CAA HO3 0700005614 00**

Policy Term: 12 months

Effective: 09/27/2020

Expiration: 09/27/2021

**Insured Name and Mailing Address:**

Michael I & Patti B Cheikin  
245 Bradford Circle  
Blue Bell, PA 19422

**Broker Name and Address:**

John P. Meehan Agency Inc. - DE  
1 N. Belfield Ave  
Havertown, PA 19083  
Phone 610-853-2220

**The residence premise covered by this policy is located at the above address, unless otherwise stated:**

34820 Capstan Lane  
Lewes DE 19958

**Coverage is provided where a premium or limit of liability is shown for the coverage, subject to all conditions of this policy.**

**Coverage and Limits of Liability**

Coverage	Limits of Liability	Annual Premium	
A – Dwelling	\$ 360,000	Policy Premium	\$ 1,794.71
B – Other Structures	\$ 36,000	Surplus Lines Tax	\$ 56.24
C – Contents	\$ 180,000	Inspection Fee	\$ 0.00
D – Loss of Use	\$ 72,000	Policy Fee	\$ 80.00
		Total Amount Due	\$ 1,930.95
E – Premises Liability	\$ 500,000		
F – Medical Payments	\$ 2,000		
Additional 25% Coverage A Included			

**Policy Deductibles:**

Covered Perils: \$1,000  
Wind & Hail: 1% Dwelling Limit – (\$ 3,600.00 ) 25 % Minimum Earned Premium Fees are Fully Earned

**First Mortgagee:**

Central Loan Administration & Reporting  
ISAOA  
PO Box 202028 Florence, SC 29502-2028

**Second Mortgagee:**

**Loan No: 0111943007**

**Loan No:**

**Policy Rating Information:**

Year Built: 2004 Bill: Mortgagee  
# of Stories: One  
Roof Shape: Gable  
Garage: Attached  
Trampoline: No  
Animals: None  
Home Business: No  
Claims Experience: 1

**Agent Name and Mailing Address:**

Orchid Underwriters Agency, LLC  
8025 Black Horse Pike, Suite 350 Bayport One  
West Atlantic City, NJ 08232  
Producer No. 1122126



**Forms and Endorsements made part of this policy at the time of issuance:**

DE HO3 Policy Declaration Page; QBESP PL Jacket 1118; CAA 12 2012; Claims Reporting; Flood Exclusion Notice; PRV-4 1018; Pre-Existing Damage Exclusion; HO0003 1000; HO0107 0112; HO0317 0901; HO0435 1000; HO0420 1000; HO0490 1000; HO0477 1000; HO0495 0109; HO0427 0402; HO1610 0109; LHOABUS0105 0313; LHORREUS 0118; LREHOLLC 0818; LHOPLUS 0105; LILHOTEUS 1206; QBGS-103 0704; LILHODOUS 0508; CAA 500 0114; LHORO3US0105 0313; LREHO3 0418; LHOSTUS0105 0313; LHOTP3US 0105; QBIL-0217 0918; CAA-HSP 2015; EIFS 0903; CAADAEX 1218

This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department

This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

Authorized Representative:

*Timothy B DeRosa*

Date Issued: 09/28/2020

**Agent Copy**

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Authorized Representative:

*Timothy B DeRosa*

Date Issued: 09/28/2020

**Insured Copy**



## Personal Lines Policy

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**Home Office:**

c/o CT Corporation  
314 East Thayer Avenue  
Bismarck, North Dakota 58501

**Administrative Office:**

One QBE Way  
Sun Prairie, Wisconsin 53596  
1-877-772-6771

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**This policy consists of:**

- Declarations
- One or more coverage parts.
- A coverage part consists of:
  - One or more coverage forms
  - Applicable forms and endorsements

**QBE Specialty Insurance Company**

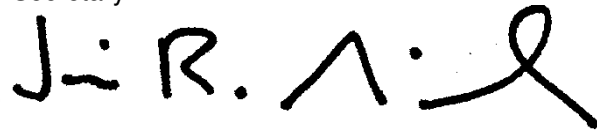
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In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Russell Johnston  
President



Jose Ramon Gonzalez, Jr.  
Secretary



# Notice to Policy Holders

Your coverage has changed.

This policy now contains a Designated Dog Breed, Vicious Dog and Exotic Animal Exclusion.

This policy now contains an Exterior Insulation and Finish System Exclusion (EIFS)

If you have any questions please call your broker.

# **QBE Specialty**

## **CLAIM REPORTING INSTRUCTIONS**

All claims for QBE should be immediately reported as follows:

1. Phone: 844-723-2524
2. Fax: 888-723-2567
3. E-Mail: [Coastal\\_claims@us.qbe.com](mailto:Coastal_claims@us.qbe.com) (Note: there is an underscore between coastal and claims)

When reporting a claim to QBE, please advise the customer service representative or note on your fax/email that you are reporting a claim for QBE's Orchid Underwriters Agency, LLC.

## **IMPORTANT NOTICE**

All homeowners insurance policyholders are cautioned that:

1. Homeowners insurance policies do not cover property damage from floods.
2. Flood means a general and temporary condition of partial or complete inundation of normally dry land area from:
  - i. the overflow of inland or tidal water;
  - ii. the usual and rapid accumulation of runoff of surface waters from any source;
  - iii. mudslides (that is, mudflows) that are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, including your premises, as when earth is carried by a current of water and deposited along the path of the current;
3. Flood also includes the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding cyclical levels, which results in the partial or complete inundation of normally dry land area:
4. Normal homeowners insurance policies do not cover damage to property, content structure resulting from floods; however, flood insurance may be available through the National Flood Insurance Program which exists in participating communities.
5. The National Flood Insurance Program coverage contains separate policy content and structure coverages and the policyholder should consult the National Flood Insurance Program or his or her insurer or insurance producer as to whether the coverage selected is appropriate for the policyholder's needs.

We do not sell flood coverage. Your broker may be able to provide you with additional information regarding the availability of coverage which may protect your home against damage caused by flood. If you have any questions regarding this notice, please contact your broker.

# NOTICE OF QBE® PRIVACY POLICIES AND PRACTICES

<b>FACTS</b>	WHAT DOES QBE DO WITH YOUR PERSONAL INFORMATION?
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<b>Why?</b>	Your personal privacy is important to us. This notice tells you how we collect and use information about you. You may obtain a complete copy of our information practices free of charge. If you would like a copy, please write to us. Please include your policy number when you write to us.
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<b>What?</b>	<p>At QBE, we collect, keep and use information about you to serve your insurance needs. QBE and its agents may collect the following information about you and members of your household:</p> <ul style="list-style-type: none"> <li>• Information included on your applications or other forms. (For example, name, address, and Social Security number).</li> <li>• Information about your transactions with us or our affiliates. (For example, services purchased and payment history).</li> <li>• Information from consumer reporting agencies and insurance-support organizations. (For example, credit relationships and history, motor vehicle reports and claims history).</li> <li>• Information from other sources. (For example, medical information and demographic information).</li> <li>• Information from visits to the QBE web site.</li> </ul>
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<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons QBE chooses to share; and whether you can limit this sharing.
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<b>Reasons we can share your personal information</b>	<b>Does QBE share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For joint marketing with other financial companies.</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For affiliates to market to you</b> – to offer our products and services to you.	Yes	No
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Please Contact: QBE Americas, Inc. Attn: Privacy Official Corporate Legal Department One QBE Way Sun Prairie, WI 53596 1.800.362.5448
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<b>Who we are</b>	
Who is providing this notice?	QBE U.S. legal entities that use the names listed on page 3 of this Notice.
<b>What we do</b>	
How does QBE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does QBE collect my personal information?	If we need to confirm or obtain additional information about you, we may contact outside sources. These sources may include agents, brokers, insurance support organizations, consumer reporting agencies, medical providers and government agencies. The information we collect from these outside sources may include your credit history, driving record, claims history, employment information and medical reports. Information obtained from outside sources may be kept by these outside sources and disclosed to other persons, as permitted by law.
Why can't I limit all sharing?	Federal law gives you the right to limit some but not all sharing related to: <ul style="list-style-type: none"> <li>• affiliates' everyday business purposes — information about your credit worthiness</li> <li>• affiliates from using your information to market to you</li> <li>• nonaffiliates to market to you</li> </ul> State laws and individual QBE companies may give you more rights to limit sharing.
<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. They can be insurance and non-insurance companies. Our affiliates include companies listed on page 3 of this Notice.
Nonaffiliates	Companies not related by common ownership or control. They can be insurance and non-insurance companies.
Third Parties	<p>QBE carefully chooses service providers to help us provide quality insurance services to you. We are careful to protect your privacy when we share information with them. We may share your personal information with the types of third parties listed below.</p> <ul style="list-style-type: none"> <li>• Financial service providers. (For example, insurance agents).</li> <li>• Hospitals, medical clinics or physicians.</li> <li>• Adjusters, appraisers, investigators and attorneys (To investigate or settle a claim involving you).</li> <li>• Insurance-support organizations that help detect and prevent insurance crimes or fraudulent claims (such as the National Insurance Crime Bureau). Information collected by such organizations may be kept by them and later shared with others who use these reports.</li> <li>• People that conduct actuarial or underwriting studies.</li> <li>• Companies that perform services for us or on our behalf. (For example, vendors we hire to respond to customer requests or to maintain or develop software for us).</li> </ul> <p>We require third parties to comply with strict standards regarding security and confidentiality of your information. They are not permitted to release your information or use it for their own purposes. Third parties are also not permitted to sell any customer information we share with them to any other party.</p> <p>There may be times when QBE is required by law to disclose information about you to nonaffiliated third parties. For example, we may disclose information in response to a subpoena. We may share information to help detect or prevent fraud. We may have to give information to law enforcement or governmental agencies. We also may share information if you give us written permission first.</p> <p>Under no circumstances do we sell or share your information to or with any party outside</p>

of QBE for purposes of independently selling their products or services to you.

## Other important information

### How You Can Review Recorded Information About You:

You have the right to review recorded information about you in our files. Please write us at the address above if you want to know what information we have on file. We will need your complete name, address, date of birth, and all your policy numbers. Tell us what information you would like to receive or view. We will act on your request within 30 days of receiving it. We will let you know the nature of the information about you in our files. We will tell you with whom we have shared this information in the past two years. We will also give you the name and address of any consumer reporting agency that prepared a report about you in our files. You can contact them to get a copy of that report.

If you would prefer to view and copy the information in your file in person, please indicate that in your request.

### If You Disagree With Our Records:

Please let us know if you think any of our information is incorrect. Tell us what is wrong and why. You may ask us to correct, amend or delete it. Within 30 days of receiving your request, we will change your information in our files or inform you of our refusal to change such information. If we make any changes to your information, we will notify you of those changes. We will also notify the parties listed below of those changes.

- Any party that may have, in the past 2 years, been given such information.
- Any insurance-support organization that we have given the information to within the past 7 years.
- Any insurance-support organization that gave us the information.
- Consumer Reporting Agencies (CRAs).

If we do not make changes, we will give you the reasons why and inform you of your right to file a statement. Your statement should tell us what you think is the correct information. You should also tell us why you disagree with our refusal. Your statements will be kept in your file and given to anyone that reviews the information. If we need to disclose the disputed information, we will mark the matter(s) in dispute and include your statement(s).

**Privacy Policy Changes:** We will notify you if we make changes to our privacy policy. We may make changes to comply with applicable laws or to conform to our current business practices. QBE reserves the right to change its privacy policies at any time.

## QBE U.S. legal entities

This notice is being provided on behalf of the following QBE affiliates:

QBE Insurance Corporation  
QBE Specialty Insurance Company  
Praetorian Insurance Company

North Pointe Insurance Company  
Stonington Insurance Company

QBE is a registered service mark of QBE Insurance Group Limited.

## **PRE-EXISTING DAMAGE EXCLUSION**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any interest insured hereunder where such interest has pre-existing damage, at the inception date of this insurance, and is considered by the underwriters to be exposed to conditions which would not have been exposed had the previous loss not occurred

In the event an insured loss to any interest insured hereunder where such interest has pre-existing damage, at the inception date of this insurance, then necessary deduction shall be made to the indemnity hereon.

## HOMEOWNERS 3 – SPECIAL FORM

### AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

### DEFINITIONS

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1) Ownership of such vehicle or craft by an "insured";
      - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3) Entrustment of such vehicle or craft by an "insured" to any person;
      - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4) Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4) The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1) Your relatives; or
      - (2) Other persons under the age of 21 and in the care of any person named above;
    - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1) 24 and your relative; or
      - (2) 21 and in your care or the care of a person described in **a.(1)** above; or

**c. Under Section II:**

- (1)** 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 you or any person included in **a.** or **b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2)** With respect to a "motor vehicle" to which this policy applies:
  - (a)** Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
  - (b)** Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**6. "Insured location" means:**

- a.** The "residence premises" ;
- b.** The part of other premises, other structures and grounds used by you as a residence; and
  - (1)** Which is shown in the Declarations; or
  - (2)** Which is acquired by you during the policy period for your use as a residence;
- c.** Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d.** Any part of a premises:
  - (1)** Not owned by an "insured"; and
  - (2)** Where an "insured" is temporarily residing;
- e.** Vacant land, other than farm land, owned by or rented to an "insured";
- f.** Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g.** Individual or family cemetery plots or burial vaults of an "insured"; or

**h.** Any part of a premises occasionally rented to an "insured" for other than "business" use.

**7. "Motor vehicle" means:**

- a.** A self-propelled land or amphibious vehicle; or
- b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

**8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:**

- a.** "Bodily injury"; or
- b.** "Property damage".

**9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.**

**10. "Residence employee" means:**

- a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b.** One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**11. "Residence premises" means:**

- a.** The one family dwelling where you reside;
- b.** The two, three or four family dwelling where you reside in at least one of the family units; or
- c.** That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

## DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I that exceeds the deductible amount shown in the Declarations.

## SECTION I – PROPERTY COVERAGES

### A. Coverage A – Dwelling

1. We cover:
  - a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
  - b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".
2. We do not cover land, including land on which the dwelling is located.

### B. Coverage B – Other Structures

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures from which any "business" is conducted; or
  - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

## C. Coverage C – Personal Property

### 1. Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

### 2. Limit For Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

### 3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silverplated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories **j.** and **k.** below.
- j. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.  
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category **j.**
- k. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.  
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category **k.**

#### 4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".
  - (1) This includes:
    - (a) Their accessories, equipment and parts; or
    - (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".
  - (2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:
    - (a) Used solely to service an "insured's" residence; or
    - (b) Designed to assist the handicapped;
- d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.  
We do cover model or hobby aircraft not used or designed to carry people or cargo;
- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in **E.10.** Landlord's Furnishings under Section **I** – Property Coverages;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
  - (1) Books of account, drawings or other paper records; or
  - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;

- j. Credit cards, electronic fund transfer cards, or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**; or
- k. Water or steam.

**D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for the Coverages in **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** below.

**1. Additional Living Expense**

If a loss covered under Section **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

**2. Fair Rental Value**

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.

**4. Loss Or Expense Not Covered**

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

**E. Additional Coverages**

**1. Debris Removal**

- a. We will pay your reasonable expense for the removal of:
  - (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
  - (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:
  - (1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
  - (2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;
 provided the tree(s):
  - (3) Damage(s) a covered structure; or
  - (4) Does not damage a covered structure, but:
    - (a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
    - (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**2. Reasonable Repairs**

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.



- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property; or
  - (2) Relieve you of your duties, in case of a loss to covered property, described in **B.4. under Section I – Conditions.**

### 3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following **Perils** Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

### 4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

### 5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

### 6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

- a. We will pay up to \$500 for:
  - (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
  - (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
  - (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
  - (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. **No deductible applies to this coverage.**

- b. We do not cover:
  - (1) Use of a credit card, electronic fund transfer card or access device:
    - (a) By a resident of your household;
    - (b) By a person who has been entrusted with either type of card or access device; or
    - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
  - (2) Loss arising out of "business" use or dishonesty of an "insured".
- c. If the coverage in **a.** above applies, the following defense provisions also apply:
  - (1) **We may investigate and settle any claim or suit that we decide is appropriate.** Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
  - (2) If a suit is brought against an "insured" for liability under **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
  - (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under **a.(3)** above.

## 7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.

## 8. Collapse

- a. With respect to this Additional Coverage:
- (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 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 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) The Perils Insured Against named under Coverage C;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

## 9. Glass Or Safety Glazing Material

- a. We cover:
- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
  - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- b. This coverage does not include loss:
  - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
  - (2) On the "residence premises" if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

#### 10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

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

#### 11. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage **A** for the **increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:**
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

- c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

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

This coverage is additional insurance.

#### 12. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

### SECTION I – PERILS INSURED AGAINST

#### A. Coverage A – Dwelling And Coverage B – Other Structures

- 1. We insure against risk of direct physical loss to property described in Coverages **A** and **B**.
- 2. We do not insure, however, for loss:
  - a. Excluded under Section **I** – Exclusions;
  - b. Involving collapse, except as provided in **E.8.** Collapse under Section **I** – Property Coverages; or
  - c. Caused by:
    - (1) **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision **does not apply if you have used reasonable care to:**
      - (a) Maintain heat in the building; or

- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (a) Fence, pavement, patio or swimming pool;
  - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
  - (a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or

- (b) A storm drain, or water, steam or sewer pipes, off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

- (6) Any of the following:
  - (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rust or other corrosion, or dry rot;
  - (d) Smoke from agricultural smudging or industrial operations;
  - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.  
  
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
  - (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
  - (g) Birds, vermin, rodents, or insects; or
  - (h) Animals owned or kept by an "insured".

**Exception To c.(6)**

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or

- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I – Exclusion **A.3. Water Damage**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **c.(5)** and **(6)** above.

Under **2.b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

## **B. Coverage C – Personal Property**

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

### **1. Fire Or Lightning**

### **2. Windstorm Or Hail**

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

### **3. Explosion**

### **4. Riot Or Civil Commotion**

### **5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

## **6. Vehicles**

## **7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

## **8. Vandalism Or Malicious Mischief**

## **9. Theft**

**a.** This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

**b.** This peril does not include loss caused by theft:

- (1) Committed by an "insured";
- (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
- (4) That occurs off the "residence premises" of:
  - (a) Trailers, semitrailers and campers;
  - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
  - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.

## **10. Falling Objects**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

## **11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

## 12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
  - (1) To the system or appliance from which the water or steam escaped;
  - (2) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
  - (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
  - (4) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section **I – Exclusion A.3. Water Damage**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

## 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

## 14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:
  - (1) Maintain heat in the building; or
  - (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

## 15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

## 16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

## SECTION I – EXCLUSIONS

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for in **E.11. Ordinance Or Law** under Section **I – Property Coverages**;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

### 2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion **A.2.** does not apply to loss by theft.

### 3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material 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;

caused by or resulting from human or animal forces or any act of nature.

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

### 4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

### 5. Neglect

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

### 6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

### 7. Nuclear Hazard

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in **M.** Nuclear Hazard Clause under Section **I** – Conditions.

### 8. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

### 9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

- B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance;
 of part or all of any property whether on or off the "residence premises".



## SECTION I – CONDITIONS

### A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.

### B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section I – Property Coverages;
4. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. 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;
7. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
8. 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:
  - a. The time and cause of loss;
  - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;

- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in **6.** above;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- h. Evidence or affidavit that supports a claim under **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section I – Property Coverages, stating the amount and cause of loss.

### C. Loss Settlement

In this Condition **C.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **E.11. Ordinance Or Law** under Section I – Property Coverages. Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
  - c. Structures that are not buildings; and
  - d. Grave markers, including mausoleums;at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings covered under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
  - a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:
    - (1) The limit of liability under this policy that applies to the building;
    - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
    - (3) The necessary amount actually spent to repair or replace the damaged building.



If the building is rebuilt at a new premises, the cost described in **(2)** above is limited to the cost which would have been incurred if the building had been built at the original premises.

- b.** If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (1)** The actual cash value of that part of the building damaged; or
- (2)** That proportion of the cost to repair or replace, after application of any deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- c.** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1)** Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2)** Those supports described in **(1)** above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3)** Underground flues, pipes, wiring and drains.

- d.** 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 as noted in **2.a.** and **b.** above.

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

- (1)** Less than 5% of the amount of insurance in this policy on the building; and
- (2)** Less than \$2,500;

we will settle the loss as noted in **2.a.** and **b.** above whether or not actual repair or replacement is complete.

- e.** You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **C. Loss Settlement**, provided you notify us of your intent to do so within 180 days after the date of loss.

#### **D. Loss To A Pair Or Set**

In case of loss to a pair or set we may elect to:

- 1.** Repair or replace any part to restore the pair or set to its value before the loss; or
- 2.** Pay the difference between actual cash value of the property before and after the loss.

#### **E. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose 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 the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be 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 set the amount of loss.

Each party will:

- 1.** Pay its own appraiser; and
- 2.** Bear the other expenses of the appraisal and umpire equally.

#### **F. Other Insurance And Service Agreement**

If a loss covered by this policy is also covered by:

- 1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
- 2.** A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

#### **G. Suit Against Us**

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this policy and the action is started within two years after the date of loss.

#### **H. Our Option**

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

#### **I. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

#### **J. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

#### **K. Mortgage Clause**

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **E.** Appraisal, **G.** Suit Against Us and **1.** Loss Payment under Section **I** – Conditions also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

#### **L. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### **M. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### **N. Recovered Property**

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

#### **O. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

#### **P. Policy Period**

This policy applies only to loss which occurs during the policy period.

#### **Q. Concealment Or Fraud**

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

**R. Loss Payable Clause**

If the Declarations show a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

**B. Coverage F – Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

**SECTION II – EXCLUSIONS**

**A. "Motor Vehicle Liability"**

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Used solely to service an "insured's" residence;
  - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - d. Designed for recreational use off public roads and:
    - (1) Not owned by an "insured"; or
    - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e. or h.**; or
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
    - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
      - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (c) Cross public roads at designated points to access other parts of the golfing facility; or
- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

**B. "Watercraft Liability"**

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a waterjet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or

- (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
  - (i) You declare them at policy inception; or
  - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The Coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

**C. "Aircraft Liability"**

This policy does not cover "aircraft liability".

**D. "Hovercraft Liability"**

This policy does not cover "hovercraft liability".

**E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Coverages **E** and **F** do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

**2. "Business"**

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";

- (a) On an occasional basis if used only as a residence;
  - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

**3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

**4. "Insured's" Premises Not An "Insured Location"**

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
  - b. Rented to an "insured"; or
  - c. Rented to others by an "insured";
- that is not an "insured location";

**5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

**F. Coverage E – Personal Liability**

Coverage **E** does not apply to:

**1. Liability:**

**a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section **II** – Additional Coverages;

**b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

**2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

**3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

**4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a.** Workers' compensation law;

- b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
- a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definitions 5.a. or b.
- This exclusion also applies to any claim made or suit brought against you or an "insured":
- a. To repay; or
  - b. Share damages with; another person who may be obligated to pay damages because of "bodily injury" to an "insured".

**G. Coverage F – Medical Payments To Others**

Coverage F does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or
  - d. Any consequence of any of these; or
- 4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**SECTION II – ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**A. Claim Expenses**

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

**C. Damage To Property Of Others**

- 1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. We will not pay for "property damage":
  - a. To the extent of any amount recoverable under Section I;
  - b. Caused intentionally by an "insured" who is 13 years of age or older;
  - c. To property owned by an "insured";
  - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - e. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This exclusion **e.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

#### **D. Loss Assessment**

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
  - a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
  - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and
    - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
  - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
  - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

## **SECTION II – CONDITIONS**

### **A. Limit Of Liability**

Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** limit of liability shown in the Declarations.

### **B. Severability Of Insurance**

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

### **C. Duties After "Occurrence"**

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

- c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under Section II – Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
  6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

**D. Duties Of An Injured Person – Coverage F – Medical Payments To Others**

1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim – Coverage F – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An "Insured"**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

**I. Policy Period**

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**J. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

**SECTIONS I AND II – CONDITIONS**

**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**C. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.



c. 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:

(1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

(2) If the risk has changed substantially since the policy was issued.

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

d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### **D. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

#### **E. Assignment**

Assignment of this policy will not be valid unless we give our written consent.

#### **F. Subrogation**

An "insured" 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, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **F** or Paragraph **C. Damage To Property Of Others** under Section **II** – Additional Coverages.

#### **G. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. 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

2. "Insured" includes:

a. 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

b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS – DELAWARE**

### **DEFINITIONS**

Paragraph **A.** is replaced by the following:

**A.** 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 civil union recognized under Delaware law;

if a resident of the same household.

"We", "us" and "our" refer to the Company providing this insurance.

### **SECTION I – CONDITIONS**

Paragraph **G. Suit Against Us** is replaced by the following:

#### **G. Suit Against Us**

No action can be brought against us unless:

1. There has been full compliance with all of the terms under Section I of this policy; and
2. The action is started within two years after the date of loss.

However, any legal action brought against us as a consequence of our denial of a claim must be started within:

- a. Two years after the date of loss; or
- b. One year after the date of our denial of the claim;

whichever is later.

### **SECTIONS I AND II – CONDITIONS**

#### **C. Cancellation**

Paragraph **2.** is replaced by the following:

**2.** We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your last known address. Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

**b.** When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

**c.** When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel:

**(1)** If there has been a material misrepresentation of fact, made by or with the knowledge of the named insured, which if known to us would have caused us not to issue the policy; or

**(2)** If the risk has changed substantially since the policy was issued.

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

**d.** When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

The following is added to Paragraphs **2.b.**, **c.** and **d.**:

However, if any one of the following conditions exists at any building that is covered in this policy, we may cancel this policy by letting you know at least five days before the date cancellation takes effect:

**(1)** The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

**(a)** Seasonal unoccupancy; or

**(b)** Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

**(2)** After damage by a covered peril, permanent repairs to the building:

**(a)** Have not started; and

**(b)** Have not been contracted for; within 30 days of payment of loss.

- (3) The building has:
- (a) An outstanding order to vacate;
  - (b) An outstanding demolition order; or
  - (c) Been declared unsafe by governmental authority.
- (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to removal that is necessary or incidental to any renovation or remodeling.
- (5) Failure to:
- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
  - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

Paragraph **D. Nonrenewal** is replaced by the following:

**D. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your last known address, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Paragraph **G. Death** is replaced by the following:

**G. Death**

If any person named in the Declarations or:

1. The spouse, if a resident of the same household; or
2. A party who, with the "named insured", has entered into a civil union recognized under Delaware law, if a resident of the same household;

dies, the following apply:

1. 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
2. "Insured" includes:
  - a. 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
  - b. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE**

All Forms Except HO 00 04 and HO 00 06

### **SCHEDULE\***

Windstorm or Hail Deductible Percentage Amount:

\*Entry may be left blank if shown elsewhere in this policy for this coverage.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR NAMED STORM OR WIND/HAIL LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU. THE ENCLOSED EXAMPLE ILLUSTRATES HOW THE DEDUCTIBLE MIGHT AFFECT YOU.

#### **DEDUCTIBLE**

The following special deductible is added to the policy:  
With respect to the peril of Windstorm Or Hail, we will pay only that part of the total of all loss payable under Section I that exceeds the windstorm or hail percentage deductible.

The dollar amount of the windstorm or hail deductible is determined by multiplying the Coverage A limit of liability shown in the Declarations by the deductible percentage amount shown in the Schedule above.

No other deductible in the policy applies to loss caused by windstorm or hail.

#### **Example**

The Coverage A – Dwelling Limit of Liability shown in the declarations is \$100,000.

1. If the deductible percentage amount is 1 % and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1:  $\$100,000 \times 1\% =$  deductible of \$1,000

Step 2:  $\$10,000$  loss - \$1,000 deductible = \$9,000

The amount of loss the "insured" would recover for is \$9,000.

2. If the deductible percentage amount is 3% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1:  $\$100,000 \times 3\% =$  deductible of \$3,000

Step 2:  $\$10,000$  loss - \$3,000 deductible = \$7,000

The amount of loss the "insured" would recover for is \$7,000.

3. If the deductible percentage amount is 5% and the total of all loss to the dwelling is \$10,000, calculate as follows:

Step 1:  $\$100,000 \times 5\% =$  deductible of \$5,000

Step 2:  $\$10,000$  loss - \$5,000 deductible = \$5,000

The amount of loss the "insured" would recover for is \$5,000.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LOSS ASSESSMENT COVERAGE

### SCHEDULE\*

<b>A.</b>	"Residence Premises" – Additional Amount Of Insurance:	\$4,000
<b>B.</b>	Additional Locations Location Of Unit And Limit Of Liability	
*Entries may be left blank if shown elsewhere in this policy for this coverage.		

**1. Additional Insurance – Residence Premises**

We will pay, up to the additional amount of insurance shown in **A.** in the Schedule above, for one or more assessments arising out of a single loss covered under:

- a. Section **I** Additional Coverage **E.7.** Loss Assessment (This is Additional Coverage **C.7.** in Form **HO 00 04** and **D.7.** in Form **HO 00 06.**);
- b. Section **II** – Additional Coverage **D.** Loss Assessment; or
- c. Both Section **I** and Section **II.**

**2. Additional Locations**

We will pay, up to the limit of liability shown in **B.** in the Schedule, your share of covered loss assessments as described in Section **I** Additional Coverage **E.7.** and Section **II** – Additional Coverage **D.** of the policy, arising out of the premises listed above. This is the most we will pay for one or more assessments arising out of a single loss covered under:

- a. Either Section **I** Additional Coverage **E.7.** Loss Assessment or Section **II** – Additional Coverage **D.** Loss Assessment; or
- b. Both Section **I** and Section **II.**

**3. Special Limit**

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

**4. Section II – Exclusion**

Section **II** – Exclusion **F.1.a.** does not apply to this coverage.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **SPECIFIED ADDITIONAL AMOUNT OF INSURANCE FOR COVERAGE A - DWELLING**

FORMS HO 00 02 AND HO 00 03 AND HO 00 05 ONLY

**(APPLIES ONLY WHEN LOSS TO BUILDING INSURED UNDER COVERAGE A EXCEEDS THE  
COVERAGE A LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS)**

### **SCHEDULE\***

Additional Amount Of Insurance:

25 %

The Additional Amount Of Insurance is determined by multiplying the Coverage **A** limit of liability shown in the Declarations by the percentage amount shown above.

\*Entry may be left blank if shown elsewhere in this policy for this coverage.

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

**A.** If you have:

1. Allowed us to adjust the Coverage **A** limit of liability and the premium in accordance with:
  - a. The property evaluations we make; and
  - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the building insured under Coverage **A** which increase the replacement cost of the building by 5% or more;

The provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged building.

**B.** If there is a loss to the building insured under Coverage **A** that exceeds the Coverage **A** limit of liability shown in the Declarations, for the purpose of settling that loss only:

1. We will provide an additional amount of insurance, up to the amount described in the Schedule above; and
2. Section **I** — Condition **C**. Loss Settlement Paragraph **2.** is deleted and replaced by Paragraphs **2.**, **3.**, and **4.** as follows:
  2. The building insured under Coverage **A** at replacement, cost without deduction for depreciation. We will, pay no more than the smallest of the following amounts:

- a. The replacement cost of that part of the building damaged with material of like kind and quality and for like use;
- b. The necessary amount actually spent to repair or replace the damaged building; or
- c. The limit of liability under this policy that applies to the building, plus any additional amount provided by this endorsement.

If the building is rebuilt at a new premises, the cost described in **a.** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

3. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
4. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to the building on an actual cash value basis. You may then make claim for any additional liability on a replacement cost basis, provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT**

### **A. Eligible Property**

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
  - a. Coverage **C**; and
  - b. If covered in this policy:
    - (1) Awnings, outdoor antennas and outdoor equipment; and
    - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
  - a. Jewelry;
  - b. Furs and garments:
    - (1) Trimmed with fur; or
    - (2) Consisting principally of fur;
  - c. Cameras, projection machines, films and related articles of equipment;
  - d. Musical equipment and related articles of equipment;
  - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
    - (1) Pens or pencils;
    - (2) Flasks;
    - (3) Smoking implements; or
    - (3) Jewelry; and
  - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

### **B. Ineligible Property**

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

### **C. Replacement Cost Loss Settlement Condition**

The following loss settlement condition applies to all property described in **A.** above:

1. We will pay no more than the least of the following amounts:
  - a. Replacement cost at the time of loss without deduction for depreciation;
  - b. The full cost of repair at the time of loss;
  - c. The limit of liability that applies to Coverage **C**, if applicable;
  - d. Any applicable special limits of liability stated in this policy; or
  - e. For loss to any item described in **A.2.a. – f.** above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ORDINANCE OR LAW INCREASED AMOUNT OF COVERAGE**

### **SCHEDULE\***

**New Total Percentage Amount:** 25%

\*Entry may be left blank if shown elsewhere in this policy for this coverage.

#### **SECTION I – PROPERTY COVERAGES ADDITIONAL COVERAGES**

##### **11. Ordinance Or Law**

The total limit of liability that applies:

**a.** To Coverage **A**, or

**b.** For Form **HO 00 04**, to Building Additions  
And Alterations;

is increased from 10% to the percentage amount  
shown in the Schedule above.

This is Additional Coverage **10.** in Form **HO 00  
06.**

All other provisions of this policy apply



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW**

### **A. Coverage**

We insure, up to \$5,000, for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or waterborne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** stated in the Declarations.

### **B. Section I – Perils Insured Against**

With respect to the coverage described in **A.** above, Paragraphs:

- A.2.c.(6)(b)** in Form **HO 00 03**;
- A.2.e.(2)** in Form **HO 00 05**;
- 2.j.(2)** in Endorsement **HO 05 24**;
- 3.j.(2)** in Endorsement **HO 17 31**; and
- 2.c.(6)(b)** in Endorsement **HO 17 32**;

are replaced by the following:

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

### **C. Special Deductible**

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement.

We will pay only that part of the total of all loss payable under Section I that exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage **D** – Loss of Use.

### **D. Exclusion**

The **Water Damage** Exclusion is replaced by the following:

#### **Water**

This means:

1. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
2. Water which:
  - a. Backs up through sewers or drains; or
  - b. Overflows or is otherwise discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood;
3. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
4. Waterborne material carried or otherwise moved by any of the water referred to in **D.1.** through **D.3.** of this Exclusion.

This Exclusion applies regardless of whether any of the above, in **D.1.** through **D.4.**, is caused by an act of nature or is otherwise caused.

This Exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **D.1.** through **D.4.**, is covered. All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

FOR USE WITH FORMS HO 00 03 AND HO 00 05

### SCHEDULE\*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims-made, or the number of locations insured under this endorsement and listed in this Schedule.

1.	Section I – Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$10,000
2.	Section II – Coverage E Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$10,000

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**DEFINITIONS**

The following definition is added:

**"Fungi"**

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

**SECTION I – PROPERTY COVERAGES**

**E. Additional Coverages**

Paragraph 10.k.(2)(d) is deleted in Form HO 00 05 only.

The following Additional Coverage is added:

**13. "Fungi", Wet Or Dry Rot, Or Bacteria**

- a. The amount shown in the Schedule above is the most we will pay for:
  - (1) The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;

- (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
  - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in 13.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims-made.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

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

### SECTION I – PERILS INSURED AGAINST

In Form HO 00 03:

#### A. Coverage A – Dwelling And Coverage B – Other Structures

Paragraph 2.c.(5) is deleted and replaced by the following:

- (5) Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph 2.c.(6)(c) is deleted and replaced by the following:

- (c) Smog, rust or other corrosion;

#### B. Coverage C – Personal Property

##### 12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph b.(4) is deleted and replaced by the following:

- (4) Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form HO 00 05:

#### A. Under Coverages A, B and C:

Paragraph 2.d. is deleted and replaced by the following:

- d. Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph 2.e.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

### SECTION I – EXCLUSIONS

Exclusion A.10. is added.

#### 10. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

### SECTION I – CONDITIONS

Condition P. Policy Period is deleted and replaced by the following:

#### P. Policy Period

This policy applies to loss or costs which occur during the policy period.

## SECTION II – CONDITIONS

Condition **A. Limit Of Liability** is deleted and replaced by the following:

### **A. Limit Of Liability**

Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims-made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

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 Coverage **F** limit of liability shown in the Declarations.

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Section **II** – Coverage **E** Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;

2. Number of persons injured;
3. Number of persons whose property is damaged;
4. Number of "insureds"; or
5. Number of "occurrences" or claims-made.

This sublimit is within, but does not increase, the Coverage **E** limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in **A. Limit Of Liability** of this endorsement, Condition **B. Severability Of Insurance** is deleted and replaced by the following:

### **B. Severability Of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section **II** – Conditions, **A. Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WATER EXCLUSION ENDORSEMENT

### SECTION I – EXCLUSIONS

**A.3. Water Damage** is replaced by the following:

#### 3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

- d. Waterborne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this Exclusion.

This Exclusion (**A.3.**) applies regardless of whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by an act of nature or is otherwise caused.

This Exclusion (**A.3.**) applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY -- PLEASE READ IT CAREFULLY.**

**EXCLUSION OF ASSAULT AND BATTERY**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

The following provisions of the policy are modified as follows:

**A. The following is added to DEFINITIONS:**

“Assault and battery” means

**a. “Bodily injury” or “property damage” arising out of:**

(1) Any altercation, offensive contact, apprehension of offensive contact, or threat by words or deeds;  
or

(2) Any act or omission in connection with the prevention or suppression of an assault and/or battery.

(3) The

(a) Employment;

(b) Investigation;

(c) Supervision;

(d) Reporting to the proper authorities, or failure to so report; or

(e) Retention;

of a person for whom any “insured” is or ever was legally responsible and whose conduct would be excluded by (1) or (2) above.

**b. This exclusion applies regardless of intent and without regard to:**

(1) Whether the acts are alleged to be by or at the instruction or direction of an “insured”, an “insured’s” employees, agents or servants; or by another person lawfully or otherwise on or near premises owned or occupied by an “insured”; or by any other person; or

(2) Any alleged failure of an “insured”, or an “insured’s” employees, agents or servants to prevent, bar or halt any such conduct.

**B. The following Exclusion is added to SECTION II – EXCLUSIONS:**

**“Assault and Battery”**

This policy does not cover “assault and battery”.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.**

## **RECREATIONAL RAMP EXCLUSION**

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3 – SPECIAL FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

The following is added to Paragraph **E.** of Section **II** – Exclusions:

Coverages **E** and **F** do not apply to the following:

Recreational Ramps

“Bodily injury”, “property damage”, or any other loss, cost or expense, arising directly or indirectly, in whole or in part from the:

1. ownership, maintenance, supervision, or use of a “ramp” in the care, custody, or control an “insured”; or
2. supervision by an “insured” of the use of a “ramp”, including the use of a “ramp” not at the “insured location”.

For the purposes of this endorsement only, “ramp” means a ramp, device, or structure, or combination of ramps, devices or structures, that creates a slope, slant, bend, curve, elevated surface or jump intended for recreational use with skateboards, inline or other roller skates, scooters, or bicycles. “Ramp” includes, but is not limited to, vert ramp, half or quarter pipe, bicycle jump, launch ramp, table top ramp, spines, box jump, wedge, bowl, pyramid, mini ramp, or rails.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RESIDENCE HELD IN TRUST OR BY A LIMITED LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR CORPORATION

FOR USE WITH FORMS HO 00 03 10 00, HO 00 05 10 00 OR HO 00 06 10 00 ONLY

### DEFINITIONS

- A.** Paragraph **A.** is deleted and replaced by the following:
- A.** "You" and "your" refer to the Limited Liability Partnership, Limited Liability Company, Corporation, or Trust shown in the Declarations. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In Forms **HO 03** and **HO 05**, definition **5.** "Insured" is deleted and replaced by the following:
- 5.** "Insured" means:
- a.** The resident(s) named in the Declarations including, but not limited to, your trustees, principals, partners, managers, or members, and their spouse, if such spouse resides in the same household, along with members of the household who are:
- (1) Their children under the age of 21; or
  - (2) Other persons under the age of 21 and in the care of any person named in **a.** above;
- b.** A student enrolled in school full time, as defined by the school, who was a member of the household of the resident named in the Declarations before moving out to attend school, provided the student is under the age of:
- (1) 24 and a child of a person described in **5.a.** above; or
  - (2) 21 and in the care of a person described in **5.a.** above;
- c.** Under Section **II**:
- (1) 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 you or any person included in **a.** or **b.** above or in **d.(2)** below. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
  - (2) With respect to a "motor vehicle" to which this policy applies:
    - (a) Persons while engaged in your employ or that of any person included in **a.** or **b.** above or in **d.(2)** below; or
    - (b) Other persons using the vehicle on an "insured location" with your consent.
- d.** "Insured" also means:
- (1) You, if you are a trust, corporation, limited liability partnership or limited liability company, but only with respect to:
    - (a) Coverage **A** – Dwelling and Coverage **B** – Other Structures; and
    - (b) Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others, but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises" as defined by this endorsement;
  - (2) Your trustees, principals, partners, members, or managers named in the declarations that do not regularly reside at the "residence premises", but only with respect to their duties as your trustees, principals, partners, members, or managers and for the following coverages:
    - (a) Coverage **A** – Dwelling and Coverage **B** – Other Structures; and
    - (b) Coverage **E** – Personal Liability and Coverage **F** – Medical



## HOMEOWNERS

Payments To Others, but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises" as defined by this endorsement;

However, no coverage is provided under this policy for any resident of the household of such trustee(s), principals, partners, members, or managers. Such trustees, principals, partners, members, or managers are not "insureds" under **5.a.** above.

Under both Sections **I** and **II**, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**C.** In Form **HO 06**, Definition **5.** "Insured" is deleted and replaced by the following:

**5.** "Insured" means:

**a.** The "resident(s) named in the Declarations, including, but not limited to, your trustees, principals, partners, managers, or members, and their spouse, if such spouse resides in the same household, along with members of the household who are:

- (1) Their children under the age of 21; or
- (2) Other persons under the age of 21 and in the care of any person named in **5.a.** above;

**b.** A student enrolled in school full time, as defined by the school, who was a member of the household of the resident named in the Declarations before moving out to attend school, provided the student is under the age of:

- (1) 24 and a relative of a person described in **5.a.** above; or
- (2) 21 and in the care of a person described in **5.a.** above;

**c.** Under Section **II**:

(1) 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 you or any person included in **a.** or **b.** above or in **d.(2)** below. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any

"business" or without consent of the owner; or

(2) With respect to a "motor vehicle" to which this policy applies:

(a) Persons while engaged in your employ or that of any person included in **a.** or **b.** above or in **d.(2)** below; or

(b) Other persons using the vehicle on a "residence premises" with your consent.

**d.** "Insured" also means:

(1) You, if you are a trust, corporation, limited liability partnership or limited liability company, but only with respect to:

(a) Coverage **A** – Dwelling; and

(b) Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others, but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises" as defined by this endorsement;

(2) Your trustees, principals, partners, members, or managers named in the declarations that do not regularly reside at the "residence premises", but only with respect to their duties as your trustees, principals, partners, members, or managers and for the following coverages:

(a) Coverage **A** – Dwelling; and

(b) Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others, but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises" as defined by this endorsement;

However, no coverage is provided under this policy for any resident of the household of such trustee(s), principals, partners, members, or managers. Such trustees, principals, partners, members, or managers are not "insureds" under **5.a.** above.

## HOMEOWNERS

Under both Sections I and II, when the word an immediately precedes the word “insured”, the words an “insured” together mean one or more “insureds”.

C. Definition 3. “Business”, 6. “Insured location” and Definition 11. “Residence premises” are deleted and replaced by the following

3. “Business” means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
  - (1) One or more activities, not described in (2) through (5) below, for which no “insured” receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
  - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services;
  - (4) The rendering of home day care services to a relative of an “insured”; or
  - (5) Activities performed as a trustee in connection with administering the Trust or as a principal, partner, manager or member in connection with managing the Corporation, Limited Liability Partnership, or Limited Liability Company named in the Declarations.

6. “Insured location” means:

- a. The “residence premises”;
- b. The part of other premises, other structures and grounds used by you or a resident named in the Declarations as a residence; and
  - (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use or the use as a residence by a resident named in the Declarations;

- c. Any premises used by you or a resident named in the Declarations in connection with a premises described in a. and b. above;
- d. Any part of a premises:
  - (1) Not owned by an “insured”; and
  - (2) Where an “insured” is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an “insured”;
- f. Land owned by or rented to an “insured” on which a one, two, three or four family dwelling is being built as a residence for an “insured”;
- g. Individual or family cemetery plots or burial vaults of an “insured”; or
- h. Any part of a premises occasionally rented to an “insured” for other than “business” use.

In Forms HO 03 and HO 05:

11. “Residence premises” means:

- a. The one-, two-, three- or four-family dwelling; or
- b. That part of any other building; that is shown as the “residence premises” in the Declarations. “Residence premises” also includes other structures and grounds at that location.

In Form HO 06:

11. “Residence premises” means the unit shown as the “residence premises” in the Declarations.

## SECTION II – LIABILITY COVERAGES

The first paragraph of B. Coverage F – Medical Payments To Others is deleted and replaced by the following:

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing “bodily injury”. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or the residents, trustees, principals, partners, members or managers named in the Declarations or the regular residents of their household except “residence employees”. As to others, this coverage applies only:

**SECTION II – EXCLUSIONS**

A. Exclusion **E.2.** is deleted and replaced by the following:

Coverages **E** and **F** do not apply to the following:

**2. “Business”**

a. “Bodily injury” or “property damage” arising out of or in connection with a “business” conducted from an “insured location” or engaged in by an “insured”, whether or not the “business” is owned or operated by an “insured” or employs an “insured”.

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the “business”.

b. This Exclusion **E.2.** does not apply to the rental or holding for rental of the “residence premises”.

B. Exclusion **E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others** is amended by addition of the following:

Coverages **E** and **F** do not apply to the following:

“Bodily injury or “property damage” arising out of any act or decision or failure to act or decide by a trustee in administering the Trust or principal, partner, manager or member in managing the Corporation, Limited Liability Partnership, or Limited Liability Company shown in the Declarations, except with respect to “bodily injury” or “property damage” arising out of the ownership, maintenance or use of an “residence premises” as defined by this endorsement.

C. Exclusion **F.6.** is deleted and replaced by following:

Coverage **E** does not apply to:

6. “Bodily injury” to an “insured” as defined under Definition **5.a.**, **5.b.**, or **5.d.** of this endorsement or any person acting on their behalf.

This exclusion also applies to any claim made or suit brought against you or an “insured” to:

a. Repay; or

b. Share damages with;

another person who may be obligated to pay damages because of “bodily injury” to an “insured”.

**SECTIONS I AND II – CONDITIONS**

The following provisions are added:

**Trust Documents**

If you are a trust, we must be provided, as often as we reasonably request, with copies of the trust documents for the Trust shown in the Declarations.

**Changes And Notification Requirements**

We must be notified promptly of any of the following changes that occur during the policy period:

A. Changes in:

1. The name and address of the Trust, Limited Liability Partnership, Limited Liability Company or Corporation;

2. The Trustee(s) of the Trust or the Principals, Managers or Members of the Limited Liability Partnership, Limited Liability Company or Corporation including the addition or removal of a trustee, principal, partner, manager or member; or

3. The mailing address of any Trustee of the Trust or Principal, Manager or Member of the Limited Liability Company or Corporation.

B. Termination of the Trust, Limited Liability Partnership, Limited Liability Company or Corporation.

C. Death or disability of a trustee, principal, partner, manager or member.

**OTHER PROVISIONS**

**Personal Injury Coverage**

A. If the Personal Injury Coverage endorsement is made a part of this Policy, Section **II – Exclusions** of the endorsement is amended as follows:

1. Exclusion **1.g.** is deleted and replaced by the following:

This insurance does not apply to:

g. Arising out of or in connection with a “business” conducted from an “insured location” or engaged in by an “insured”, whether or not the “business” is owned or operated by an “insured” or employs an “insured”. This exclusion 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”.

This exclusion does not apply to the rental or holding for rental of the “residence premises”.

2. Exclusion **1.i.** is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal injury":
  - i. To you or an "insured" as defined under Definition **5.a.**, **5.b.**, or **5.d.** in the Residence Held In Trust Or By A Limited Liability Company Or Corporation endorsement or anyone acting on such person's behalf.

This exclusion also applies to any claim made or suit brought against that "insured" to:

(1) Repay; or

(2) Share damages with;

another person who may be obligated to pay damages because of "personal injury" to that "insured".

- B.** If the Personal Injury Coverage endorsement attaches to this policy, the Personal Injury Coverage applies only with respect to "personal injury" arising out of the ownership, maintenance or use of the "residence premises".

All other provisions of this policy apply

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.**

**PREMISES LIABILITY**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

The following provision is added to **SECTION II – LIABILITY COVERAGES:**

**Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" and "property damage" unless arising out of the ownership, maintenance or use of the "residence premises" shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.**

**TRAMPOLINE LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 4 – CONTENTS BROAD FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

This insurance does not apply to:

“Bodily injury” or “property damage” caused directly or indirectly, in whole or in part, by the:

1. ownership, maintenance, or use, at the “insured location”, of a trampoline owned by an insured or in the care, custody or control of an insured; or
2. supervision by an insured of the use of any trampoline, including use of a trampoline not at the “insured location”.

For purposes of this exclusion, a trampoline is a rebounding device, regardless of size, including any safety netting, apparatus or other related device, constructed of a resilient sheet or web, supported by springs in a frame, and designed to be used as a springboard and landing area.

All other terms and conditions of this policy remain unchanged.



# **Notice to Policyholders U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

**PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign Agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.**

**EXCLUSION OF WHARVES, DOCKS AND PIERS**

This endorsement modifies insurance provided under the following:

- HOMEOWNERS 3 – SPECIAL FORM
- HOMEOWNERS 5 - COMPREHENSIVE FORM
- DWELLING PROPERTY 3 – SPECIAL FORM
- HOMEOWNERS 6 – UNIT-OWNERS FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

The following is added to:

**DWELLING PROPERTY 3 – SPECIAL FORM - COVERAGES, A. Coverage B – Other Structures, 2.;**  
**HOMEOWNERS 3 – SPECIAL FORM - SECTION I – PROPERTY COVERAGES, B. Coverage B – Other Structures, 2.;**  
**HOMEOWNERS 5 – COMPREHENSIVE FORM - SECTION I – PROPERTY COVERAGES, B. Coverage B – Other Structures, 2.;** and  
**HOMEOWNERS 6 – UNIT OWNERS FORM - SECTION I – PROPERTY COVERAGES, A. Coverage A – Dwelling, 2.;**

We do not cover bulkheads, pilings, piers, wharves or docks.

All other terms and conditions of this policy remain unchanged.

**LILHODOUS0508**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SOLAR PANELS COVERED AT ACTUAL CASH VALUE**

Notwithstanding anything contained in this Policy to the contrary, the **Loss Settlement** Condition is modified by the addition of the following:

1. It is agreed that loss or damage to solar panels covered under this policy shall be settled, subject to any applicable limit and deductible, at actual cash value at the time of loss but not more than the amount required to repair or replace such solar panels.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY -- PLEASE READ IT CAREFULLY.**

**RENTAL TO OTHERS  
FORM HO 03 ONLY**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

The following provisions of the policy are modified as follows:

**A. SECTION I – PROPERTY COVERAGES**

**C. Coverage C – Personal Property, 4. Property not covered.**

1. Paragraph **g.** is replaced by the following:  
**g.** Property in an apartment, other than the “residence premises”, regularly rented or held for rental to others by an “insured”;
2. Paragraph **h.** is deleted in its entirety.

**B. SECTION I – PERILS INSURED AGAINST**

**B. Coverage C – Personal Property**

Under Peril **9. Theft**, Paragraph **b. (3)** is replaced by the following:

- (3)** From that part of a “residence premises” rented by an “insured” to someone other than another “insured” during the period of rental to someone other than another “insured” or when the “residence premises” is not occupied by an “insured”; or

**C. SECTION I – EXCLUSIONS**

The following exclusion is added:

**Theft**, from the “residence premises” of:

- a.** Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards, and smart cards;
- b.** Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium such as paper or computer software) on which the material exists; or
- c.** Jewelry, watches, furs, precious, and semi precious stones.

**D. SECTION II – EXCLUSIONS**

Exclusion **E.2.b.(1)** is replaced by the following:

- (1)** The rental or holding for rental of the “residence premises”; and

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RENTAL ENDORSEMENT**

**FOR USE WITH FORM HO 00 03 10 00 ONLY**

Coverage provided by this Policy is extended to apply while the "residence premises" is regularly rented or held for rental to others.

### **DEFINITIONS**

Definition **11.** "Residence premises" is deleted and replaced by the following

- 11.** "Residence premises" means the dwelling shown as the "residence premises" in the Declarations. "Residence premises" also includes other structures and grounds at that location.

### **SECTION II – EXCLUSIONS**

Exclusion **E.2.** is deleted and replaced by the following:

Coverages **E** and **F** do not apply to the following:

#### **2. "Business"**

- a.** "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b.** This Exclusion **E.2.** does not apply to the rental or holding for rental of the "residence premises".

### **OTHER PROVISIONS**

#### **Personal Injury Coverage**

If the Personal Injury Coverage endorsement is made a part of this Policy, Section **II** – Exclusions of the endorsement is amended as follows:

- 1.** Exclusion **1.g.** is deleted and replaced by the following:

This insurance does not apply to:

- g.** Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion 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".

This exclusion does not apply to the rental or holding for rental of the "residence premises".

- B.** If the Personal Injury Coverage endorsement attaches to this policy, the Personal Injury Coverage applies only with respect to "personal injury" arising out of the ownership, maintenance or use of the "residence premises".

All other provisions of this policy apply

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.**

**STORAGE TANK EXCLUSION**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

The following provisions of the policy are modified as follows:

**A. The following is added to DEFINITIONS:**

"Clean-up costs" means expenses for the removal or neutralization of contaminants, irritants or "pollutants".  
"Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or "pollutants".

"Storage tank" means any petroleum storage tank not excluded or exempted from the definition of underground storage tank under section 6991 of the Hazardous and Solid Waste Amendments of 1984, including any attached underground pumps and piping, if such tank is owned or operated by you.

"Storage tank incident" means any spilling, leaking, emitting, discharging, escaping, leaching or disposing of petroleum from an "underground storage tank" into ground water, surface water or subsurface soils.

**B. The following Exclusion is added to Paragraph A. of SECTION I – EXCLUSIONS in the HO 00 03:**

**Storage Tanks**

"Property damage" to property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property caused by a "storage tank".

**C. The following Exclusion is added to SECTION I – EXCLUSIONS in the HO 00 06:**

**Storage Tanks**

"Property damage" to property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property caused by a "storage tank".

**D. The following Exclusion is added to SECTION II – EXCLUSIONS: "Storage Tanks"**

This policy does not cover "Bodily injury", "property damage", "environmental damage", or to "clean-up costs" if applicable, caused by a "storage tank incident".

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.**

**TOTAL POLLUTION EXCLUSION  
HO 00 03 ONLY**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Michael I & Patti B Cheikin	
Endorsement Effective 09/27/2020	Policy Number CAA HO3 0700005614 01

The following provisions of the policy are modified as follows:

**A. The following is added to DEFINITIONS:**

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**B. The following provision is deleted in its entirety from SECTION I – PERILS INSURED AGAINST:**

**A. Coverage A – Dwelling and Coverage B – Other Structures**

Paragraph 2.c.(6)(e).

**C. The following Exclusion is added to Paragraph A of SECTION I – EXCLUSIONS:**

**Pollution**

Any loss, cost or expense arising from "pollutants".

**D. The following Exclusion is added to SECTION II – EXCLUSIONS:**

**"Pollution"**

This policy does not apply to the following:

1. "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
2. Any loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

All other terms and conditions of this policy remain unchanged.

**LHOTP3US0105**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SERVICE OF PROCESS ENDORSEMENT**

When a cause of action arises in any of the states listed below, service of process applies as shown below for that state. As used in this endorsement, "the Company" shall mean QBE Specialty Insurance Company.

### **ALABAMA Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of Alabama as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104 as the person to whom the Commissioner shall mail process.

### **ALASKA Service of Process Clause**

Upon any cause of action arising in Alaska under this contract, the Company may be sued. The Company appoints the Director of Insurance for the State of Alaska as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Director, or his successors in office, shall be lawful service upon the Company. The Company further designates CT Corporation System, 9360 Glacier Highway, Suite 202, Juneau, AK 99801 as the person to whom the Director is authorized to mail such process or a true copy thereof.

### **ARIZONA Service of Process Clause**

Upon any cause of action arising in Arizona under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Arizona by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 3800 North Central Avenue, Suite 460, Phoenix, AZ 85012, as the person to whom the Director shall mail process.

### **ARKANSAS Service of Process Clause**

Upon any cause of action arising in Arkansas under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Arkansas and his successors in office by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201 as the person to whom the Commissioner shall mail process.

### **CALIFORNIA Service of Suit Clause**

The Company hereby designates CT Corporation System, 818 West 7th Street, Suite 930, Los Angeles, California, 90017 as its true and lawful attorney in and for the State of California, upon whom all lawful process may be served in any action, suit or proceeding instituted in California by or on behalf of any insured or beneficiary against the Company arising out of this insurance policy, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to: 55 Water Street, 19th Floor, New York, NY 10041.

### **COLORADO Service of Process Clause**

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Colorado as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates The Corporation Company, 7700 East Arapahoe Road, Suite 220, Centennial, CO 80112 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

#### **CONNECTICUT Service of Process Clause**

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Connecticut as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 67 Burnside Avenue, East Hartford, CT 06108 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

#### **DELAWARE Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of Delaware as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 as the person to whom the Commissioner shall mail process.

#### **DISTRICT OF COLUMBIA Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the District of Columbia as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005 as the person to whom the Commissioner shall mail process.

#### **FLORIDA Service of Process Clause**

The Company hereby designates the Chief Financial Officer of the Department of Financial Services as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324 as the person to whom the Chief Financial Officer shall mail process.

#### **GEORGIA Service of Process**

Upon any cause of action under this policy, the Company may be sued in the superior court of the county in which the cause of action arose. The Company appoints the Georgia Commissioner of Insurance as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 289 South Culver Street, Lawrenceville, GA 30046 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

#### **HAWAII Service of Process Clause**

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Hawaii as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates The Corporation Company, Inc., 1136 Union Mall, Suite 301, Honolulu, HI 96813 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

#### **IDAHO Service of Process Clause**

Upon any cause of action arising in Idaho under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of the Department of Insurance of the State of Idaho. The Company further designates CT Corporation System, 921 S. Orchard Street, Suite G, Boise, ID 83705 as the person to whom the Director shall mail process.

#### **ILLINOIS Service of Process Clause**

The Company hereby designates the Director of the Illinois Department of Insurance and his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago, IL 60604 as the person to whom the Director shall mail process.

#### **INDIANA Service of Process Clause**

Upon any cause of action arising in Indiana under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Indiana by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 150 West Market Street, Suite 800, Indianapolis, IN 46204 as the person to whom the Commissioner shall mail process.

#### **IOWA Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of Iowa as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 400 East Court Avenue, Suite 110, Des Moines, Iowa 50309 as the person to whom the Commissioner shall mail process.

#### **KANSAS Service of Process Clause**

Upon any cause of action arising in Kansas under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Kansas and his successor or successors in office. The Company further designates The Corporation Company, Inc., 112 S.W. Seventh Street, Suite 3C, Topeka, KS 66603 as the person to whom the Commissioner shall mail process.

#### **KENTUCKY Service of Process Clause**

Upon any cause of action arising in Kentucky under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Kentucky Secretary of State by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 306 West Main Street, Suite 512, Frankfort, KY 40601 as the person to whom the Secretary of State shall mail process.

#### **LOUISIANA Service of Process Clause**

Upon any cause of action arising in Louisiana under this contract, the Company may be sued in the district court of the parish in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Louisiana Secretary of State. The Company further designates CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816 as the person to whom the Secretary of State shall mail process.

#### **MAINE Service of Process Clause**

Upon any cause of action arising in this State under this policy, the Company may be sued in the Superior Court. Service of legal process against the Company may be made in any such action by service of two copies upon the designated agent. The Company further designates CT Corporation System, 128 State Street, #3, Augusta, ME 04330 as the agent.

#### **MARYLAND Service of Process Clause**

Upon any cause of action arising in Maryland under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Insurance Commissioner of the State of Maryland by the clerk of the court in which the action is brought. The Company further designates The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD 21093 as the person to whom the Commissioner shall mail process.

#### **MASSACHUSETTS Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of Massachusetts as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110 as the person to whom the Commissioner shall mail process.



#### **MICHIGAN Service of Process Clause**

Upon any cause of action arising in Michigan under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance, c/o Resident Agent, of the State of Michigan by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170 as the person to whom the Commissioner shall mail process.

#### **MINNESOTA Service of Process Clause**

Upon any cause of action arising in Minnesota under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Commerce of the State of Minnesota by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, Inc., 1010 Dale Street North, Saint Paul, MN 55117 as the person to whom the Commissioner shall mail process.

#### **MISSISSIPPI Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of Mississippi as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232 as the person to whom the Commissioner shall mail process.

#### **MISSOURI Service of Process Clause**

Upon any cause of action arising in Missouri under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Missouri and his successors in office by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 120 South Central Avenue, Clayton, MO 63105 as the person to whom the Director shall mail process.

#### **MONTANA Service of Process Clause**

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Montana as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 3011 American Way, Missoula, MT 59808 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

#### **NEBRASKA Service of Process Clause**

Upon any cause of action arising in Nebraska under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Nebraska. The Company further designates CT Corporation System, 5601 South 59th Street, Suite C, Lincoln, NE 68516 as the person to whom the Director shall mail process.

#### **NEVADA Service of Process Clause**

Upon any cause of action arising in Nevada under this contract, the Company may be sued in a district court of Nevada. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Nevada or the Commissioner's authorized representative. The Company further designates The Corporation Trust Company of Nevada, 701 South Carson Street, Suite 200, Carson City, NV 89701 as the person to whom the Commissioner shall mail process.

#### **NEW HAMPSHIRE Service of Process Clause**

Upon any cause of action arising in New Hampshire under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of New Hampshire by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 2½ Beacon Street, Concord, NH 03301-4447 as the person to whom the Commissioner shall mail process.

#### **NEW JERSEY Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of New Jersey as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates The Corporation Trust Company, 820 Bear Tavern Road, West Trenton, NJ 08628 as the person to whom the Commissioner shall mail process.

#### **NEW MEXICO Service of Process Clause**

Upon any cause of action arising in New Mexico under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of New Mexico by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 206 South Coronado Avenue, Espanola, NM 87532 as the person to whom the Superintendent shall mail process.

#### **NEW YORK Service of Process Clause**

The Company hereby designates the Superintendent of Financial Services of the State of New York, and his successors in office, as its true and lawful attorney upon whom all lawful process may be served in any action, suit, or proceeding instituted in this State by or on behalf of the insured or any beneficiary against the Company arising out of this policy of insurance. The Company further designates CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY 10011 as the person to whom the Superintendent shall mail process.

#### **NORTH CAROLINA Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of North Carolina, and his successor(s) in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615 as the person to whom the Commissioner shall mail process.

#### **NORTH DAKOTA Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of North Dakota as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 120 West Sweet Avenue, Bismarck, ND 58504 as the person to whom the Commissioner shall mail process.

#### **OHIO Service of Process Clause**

Upon any cause of action arising in Ohio under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of Ohio by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, OH 43219 as the person to whom the Superintendent shall mail process.

#### **OKLAHOMA Service of Process Clause**

Upon any cause of action arising in Oklahoma under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Oklahoma by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 1833 South Morgan Road, Oklahoma City, OK 73128 as the person to whom the Commissioner shall mail process.

#### **OREGON Service of Process Clause**

Upon any cause of action arising in Oregon under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. The Company further designates CT Corporation System, 780 Commercial Street SE, Suite 100, Salem, OR 97301 as the person to whom the process shall be mailed.

#### **PENNSYLVANIA Service of Process Clause**

Upon any cause of action arising in Pennsylvania under this contract, the Company may be sued in the court of the county in which the cause of action arose. The Company hereby designates the Commissioner of Insurance of the Commonwealth of Pennsylvania as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of

insurance. Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). The Company further designates CT Corporation System, 600 North Second Street, Suite 401, Harrisburg, PA 17101 as the person to whom the Commissioner shall mail process.

**RHODE ISLAND Service of Process Clause**

Upon any cause of action arising in Rhode Island under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Rhode Island by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 450 Veterans Memorial Parkway, Suite 7A, East Providence, RI 02914 as the person to whom the Commissioner shall mail process.

**SOUTH CAROLINA Service of Process Clause**

The Company hereby designates the Director of Insurance of the State of South Carolina as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223 as the person to whom the Director shall mail process.

**SOUTH DAKOTA Service of Process Clause**

Any cause of action against the Company arising in South Dakota under this policy shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against the Company may be made in any such action by service upon the Director of Insurance of the State of South Dakota and his successors in office. The Company further designates CT Corporation System, 319 South Coteau Street, Pierre, SD 57501 as the person to whom the Director shall mail a copy of the process.

**TENNESSEE Service of Process Clause**

The Company hereby designates the Commissioner of Commerce and Insurance of the State of Tennessee as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 300 Montvue Road, Knoxville, TN 37919 as the person to whom the Commissioner shall mail process.

**TEXAS Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of Texas as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201 as the person to whom the Commissioner shall mail process.

**UTAH Service of Process Clause**

The Company hereby designates the Commissioner of Insurance of the State of Utah as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1108 East South Union Avenue, Midvale, UT 84047 as the person to whom the Commissioner shall mail process.

**VERMONT Service of Process Clause**

The Company hereby designates the Secretary of State of Vermont as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 17 G W Tatro Drive, Jeffersonville, VT 05464 as the person to whom the Secretary of State shall mail process.

**VIRGINIA Service of Process Clause**

The Company hereby designates the Clerk of the Virginia State Corporation Commission as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060 as the person to whom the Clerk of the Commission shall mail process.

**WASHINGTON Service of Process Clause**

Upon any cause of action arising in Washington under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 711 Capitol Way South, Suite 204, Olympia, WA 98501 as the person to whom the Commissioner shall mail process.

**WEST VIRGINIA Service of Process Clause**

Upon any cause of action arising in West Virginia under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Secretary of State of West Virginia by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 1627 Quarrier Street, Charleston, WV 25311-2124 as the person to whom the Secretary of State shall mail process.

**WISCONSIN Service of Process Clause**

Upon any cause of action arising in Wisconsin under this policy the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Wisconsin. The Company further designates CT Corporation System, 301 South Bedford Street, Suite 1, Madison, WI 53703 as the person to whom the Commissioner shall mail process.

**WYOMING Service of Process Clause**

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Wyoming as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 1908 Thomas Avenue, Cheyenne, WY 82001 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

## HOME SYSTEMS PROTECTION

The following additional coverage is added to Section I of the Homeowners 3 - Special Form, Homeowners 5 – Comprehensive Form, Homeowners 6 – Unit-Owners Form or the Dwelling Property 3 – Special Form.

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### AGREEMENT

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We will provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to Conditions, Definitions, Exclusions or General Exclusions) of your policy. The most we will pay for loss, damage or expense under this endorsement arising from any “one home system breakdown” is \$100,000. Coverage provided under this endorsement does not increase any limit of liability under your policy.

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### DEFINITIONS

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The following definitions are added:

1. “Covered home equipment”
  - a. “Covered home equipment” means property covered under Coverage A – Dwelling, Coverage B – Other Structures or Coverage C – Personal Property:
    - (1) That generates, transmits or utilizes energy; or
    - (2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.“Covered home equipment” may utilize conventional design and technology or new or newly commercialized design and technology.
  - b. None of the following is “covered home equipment”:
    - (1) Supporting structure, cabinet or compartment;
    - (2) Insulating material associated with “covered home equipment”;
    - (3) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating or air conditioning system;
    - (4) Wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
    - (5) Buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is “covered home equipment”;
    - (6) Software or electronic data; or
    - (7) Riding lawn mowers or tractors.
2. “Home system breakdown”
  - a. “Home system breakdown” means a sudden and accidental:
    - (1) Mechanical breakdown;
    - (2) Electrical breakdown; or
    - (3) Bursting, cracking or splitting

of “covered home equipment” that results in direct physical damage and requires repair or replacement of all or part of the damaged “covered home equipment.”

- b. None of the following is a “home system breakdown”:
- (1) Rust, corrosion, erosion, deterioration or gradual loss of efficiency or functionality of “covered home equipment”;
  - (2) Leakage or seepage at or from any connection, valve, fitting, shaft or seal;
  - (3) Any programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind;
  - (4) Complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental;
  - (5) Any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
  - (6) Cosmetic or other damage that does not impair functionality.
3. “One home system breakdown” means: If an initial “home system breakdown” causes other “home system breakdowns,” all will be considered “one home system breakdown.” All “home system breakdowns” that are the result of the same event will be considered “one home system breakdown.”

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## PROPERTY COVERAGES

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The following coverages are added, subject to the limit provided under the Agreement section of this endorsement unless otherwise specified below:

1. **Damage to “Covered Home Equipment”**  
We will pay for direct physical damage to “covered home equipment” that is the result of a “home system breakdown” that occurs on or off the “residence premises” or Described Location shown in the Declaration.
2. **Spoilage**  
With respect to your refrigerated property, we will pay:
  - a. For physical damage due to spoilage that is the result of a “home system breakdown”;
  - b. Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.We will pay up to \$500 under this Spoilage coverage for any “one home system breakdown.”

### Loss of Use

Coverage for Additional Living Expense, if applicable, and/or Fair Rental Value, if applicable, is extended to the coverage provided by this endorsement.

### Expediting Expenses

With respect to your “covered home equipment” that is damaged as the result of a “home system breakdown,” we will pay the reasonable extra cost to:

- a. Make temporary repairs; and
- b. Expedite permanent repairs or permanent replacement.

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## EXCLUSIONS

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Any exclusions in your policy for mechanical breakdown and electrical breakdown do not apply to this endorsement.

The following exclusions are added.

1. We will not pay for loss, damage or expense caused by or resulting from:
  - a. Electrical power surge or brown out, whether or not caused by lightning. However, with respect to Coverage C, we will pay for loss, damage or expense to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, caused by or resulting from artificially generated electrical current.
  - b. Any of the following, whether the excluded peril occurs on or off the "residence premises" or Described Location shown in the Declarations:
    - (1) Fire (including fire resulting from a "home system breakdown"); or water or other means used to extinguish a fire;
    - (2) Explosion;
    - (3) Lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse;
    - (4) Vandalism, malicious mischief or theft;
    - (5) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump, and any other water damage including water damage resulting from a "home system breakdown"; or
    - (6) Any earth movement including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action.
2. We will not pay for any property that is not "covered home equipment" except for refrigerated property to the extent it is covered under Spoilage.

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## DEDUCTIBLE

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We will pay only that part of the loss that exceeds \$1,000. No other deductible applies to this coverage.

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## CONDITIONS

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The following conditions are added:

1. **Environmental, Safety and Efficiency Improvements**

If "covered home equipment" requires replacement due to a "home system breakdown," we will pay your additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced.

However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which actual cash value applies and does not increase any of the applicable limits.
2. **Loss Settlement**

Losses under this endorsement will be settled as follows:

- a. Our payment for damaged covered property will be the smallest of:
  - (1) The applicable limit of liability;
  - (2) The cost to repair the damaged property;
  - (3) The cost to replace the damaged property with like kind, quality and capacity on the same "residence premises" or Described Location shown in the Declarations; or
  - (4) The necessary amount actually spent to repair or replace the damaged property.
- b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- c. If you do not repair or replace the damaged property within 24 months after the date of the "home system breakdown," then we will pay only the smaller of:
  - (1) The cost it would have taken to repair or replace at the time of the "home system breakdown"; or
  - (2) The actual cash value at the time of the "home system breakdown."



**Orchid Underwriters Agency, LLC**

**WORDINGS – ALL PROGRAMMES**

**EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) – EI FS 0903**

THIS ENDORSEMENT IS ADDED TO YOUR HOMEOWNERS POLICY AND APPLIES TO ALL COVERAGES AND COVERAGE PARTS THAT FORM PART OF THIS POLICY

This coverage does not apply to any of the following; regardless of any other cause or event that contributes thereto, concurrently or in any sequence:

1. “Bodily injury”, “property damage”, or any other loss including but not limited to seepage, delamination, detachment, cracking, insect damage, collapse or imminent collapse, caused directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of an “exterior insulation and finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealant in connection with such a system or
2. Any moisture-related or dry rot-related “property damage” to an “insured location” or other building to which an “exterior insulation and finish system” has been applied, if that “property damage” is caused directly or indirectly, in whole or in part, by the “exterior insulation and finish system”;

For the purpose of this endorsement and “exterior insulation and finish system” means an exterior cladding or finish system applied to “insured location” or other building, and consisting of:

- (a) A rigid or semi-rigid insulation board made of expanded polystyrene or other material; and
  - (b) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- and
- (c) A reinforcing mesh that is embedded in a base coat applied to insulation board; and
  - (d) A finish coat providing surface texture and color.

However, an “exterior insulation and finish system” does not include a cement-base, enhanced stucco cladding system which;

- (a) Incorporates a weather resistive building wrap; and
- (b) Incorporates ribbed insulation board to provide drainage.

Nothing in this exclusion is deemed to supercede the AGM Mold & Fungus Exclusion AL MB 100101; or AX MB 100101; OR LLMF 100101; or Microorganism Exclusion (Absolute) LMA5018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DOG BREED AND OTHER ANIMAL RESTRICTION**

**FOR USE WITH FORMS HO 00 03 10 00 OR HO 00 06 10 00 ONLY**

### **SECTION II – EXCLUSIONS**

The following is added to Paragraph **E.**:

Coverages **E** and **F** do not apply to the following:

#### **Prohibited Breeds of Dogs And Other Animals**

“Bodily injury” or “property damage” arising out of, resulting from, or caused directly or indirectly, in whole or in part, by any:

“Prohibited breed of dog”;

Animal with a prior biting history; or

Exotic pet including, but not limited to, a lion, tiger or alligator;

owned by or in the care, custody or control of an “insured”, or any tenant of an “insured”, whether such injury or damage occurs at the “insured location” or any other location.

As used in this exclusion, “prohibited breed of dog” means any of the following dog breeds:

1. Akita;
2. Boxer;
3. Bull Terrier;
4. Bullmastiff;
5. Chow Chow;
6. Doberman Pinscher;
7. German Shepherd;
8. Giant Schnauzer;
9. Mastiff;
10. Ovtcharka;
11. Presa Canario;
12. Pit Bull;
13. Rhodesian Ridgeback;
14. Rottweiler;
15. Neapolitan Mastiff;
16. Wolf; or
17. Wolf hybrid;

or any crossbreed of the breeds listed in **1.** through **17.** above.

All other terms and conditions of this policy remain unchanged.

QBE Specialty Insurance Company

Policy Declaration Page

**Policy No: CAA HO3 0700005614 01**

**Renewal of Policy No: CAA HO3 0700005614 00**

Policy Term: 12 months

Effective: 09/27/2020

Expiration: 09/27/2021

**Insured Name and Mailing Address:**

Michael I & Patti B Cheikin  
245 Bradford Circle  
Blue Bell, PA 19422

**Broker Name and Address:**

John P. Meehan Agency Inc. - DE  
1 N. Belfield Ave  
Havertown, PA 19083  
Phone 610-853-2220

**The residence premise covered by this policy is located at the above address, unless otherwise stated:**

34820 Capstan Lane  
Lewes DE 19958

**Coverage is provided where a premium or limit of liability is shown for the coverage, subject to all conditions of this policy.**

**Coverage and Limits of Liability**

Coverage	Limits of Liability	Annual Premium	
A – Dwelling	\$ 360,000	Policy Premium	\$ 1,794.71
B – Other Structures	\$ 36,000	Surplus Lines Tax	\$ 56.24
C – Contents	\$ 180,000	Inspection Fee	\$ 0.00
D – Loss of Use	\$ 72,000	Policy Fee	\$ 80.00
E – Premises Liability	\$ 500,000	Total Amount Due	\$ 1,930.95
F – Medical Payments	\$ 2,000		
Additional 25% Coverage A Included			

**Policy Deductibles:**

Covered Perils: \$1,000  
Wind & Hail: 1% Dwelling Limit – (\$ 3,600.00 ) 25 % Minimum Earned Premium  
Fees are Fully Earned

**First Mortgagee:**

Central Loan Administration & Reporting  
ISAOA  
PO Box 202028 Florence, SC 29502-2028

**Second Mortgagee:**

**Loan No: 0111943007**

**Loan No:**

**Policy Rating Information:**

Year Built: 2004 Bill: Mortgagee  
# of Stories: One  
Roof Shape: Gable  
Garage: Attached  
Trampoline: No  
Animals: None  
Home Business: No  
Claims Experience: 1

**Agent Name and Mailing Address:**

Orchid Underwriters Agency, LLC  
8025 Black Horse Pike, Suite 350 Bayport One  
West Atlantic City, NJ 08232  
Producer No. 1122126



**Forms and Endorsements made part of this policy at the time of issuance:**

DE HO3 Policy Declaration Page; QBESP PL Jacket 1118; CAA 12 2012; Claims Reporting; Flood Exclusion Notice; PRV-4 1018; Pre-Existing Damage Exclusion; HO0003 1000; HO0107 0112; HO0317 0901; HO0435 1000; HO0420 1000; HO0490 1000; HO0477 1000; HO0495 0109; HO0427 0402; HO1610 0109; LHOABUS0105 0313; LHORREUS 0118; LREHOLLC 0818; LHOPLUS 0105; LILHOTEUS 1206; QBGS-103 0704; LILHODOUS 0508; CAA 500 0114; LHORO3US0105 0313; LREHO3 0418; LHOSTUS0105 0313; LHOTP3US 0105; QBIL-0217 0918; CAA-HSP 2015; EIFS 0903; CAADAEX 1218

This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department

This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

Authorized Representative: Timothy B DeRosa

Date Issued: 09/28/2020

**Mortgagee Copy**

