
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

Throughout this policy "you" and "your" refer to the "named insured" shown in the Declarations. "We," "us" and "our" refer to the Company providing this insurance.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

**COVERAGE A
DWELLING**

We cover:

- a. the dwelling on the Described Location, used principally for dwelling purposes;
- b. structures attached to the dwelling;
- c. materials and supplies on or adjacent to the Described Location for use in the construction, alteration or repair of the dwelling or other structures on this location; and
- d. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

**COVERAGE B
OTHER
STRUCTURES**

We cover other structures on the Described Location, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line or similar connection are considered to be other structures.

We do not cover other structures:

- a. used in whole or in part for commercial, manufacturing or farming purposes; or
- b. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

**COVERAGE C
PERSONAL
PROPERTY**

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. We will cover at your request, personal property owned by a guest or servant while the property is on the Described Location.

We do not cover:

1. accounts, bills, bullion, currency, deeds, evidences of debt, manuscripts, money or securities;
2. animals, birds or fish;
3. aircraft and parts;
4. motor vehicles, other than motorized equipment used to service the Described Location; or
5. boats, other than rowboats and canoes.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability shall apply at each residence for the 30 days immediately after you begin to move the property there. This time period shall not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

**COVERAGE D
FAIR RENTAL
VALUE**

We cover the fair rental value if a loss to property described in Coverage A, B, or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use. Payment shall be for the shortest time required to repair or replace the part of the Described Location rented or held for rental. This period of time is not limited by expiration of this policy.

Fair rental value shall not include any expense that does not continue while that part of the Described Location rented or held for rental is unfit for its normal use. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover any resulting fair rental value loss for a period not exceeding two weeks during which use is prohibited.

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

**COVERAGE E
ADDITIONAL
LIVING
EXPENSE**

We cover the necessary increase in living expense incurred by you so that your household can maintain its normal standard of living if a loss to property described in Coverage A, B, or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use. Payment shall be for the shortest time required to repair or replace the Described Location or, if you permanently relocate the shortest time required for your household to settle elsewhere. This period of time is not limited by the expiration of this policy.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover any resulting additional living expense for a period not exceeding two weeks during which use is prohibited.

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

**OTHER
COVERAGES**

1. **Other Structures** - You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B. Use of this coverage does not reduce the Coverage A limit of liability for the same loss.
2. **Debris Removal** - We will pay the reasonable expense incurred by you for the removal of debris from a property loss covered by this policy. Debris removal expense is included in the limit of liability applying to the damaged property.
3. **Improvements, Alterations and Additions** - If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions made at your expense to that part of the Described Location used only by you. Use of this coverage does not reduce the Coverage C limit of liability for the same loss.
4. **World-Wide Coverage** - You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C except rowboats and canoes, while anywhere in the world. Use of this coverage reduces the Coverage C limit of liability for the same loss.

5. **Rental Value and Additional Living Expense** - You may use up to 10% of the Coverage A limit of liability for loss of both fair rental value, as described in Coverage D and additional living expense as described in Coverage E.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

6. **Reasonable Repairs** - We will pay the reasonable cost incurred by you for necessary repairs made solely to protect the property covered by this policy from further damage if there is coverage for the peril causing the loss. Use of this coverage is included in the limit of liability that applies to the property being repaired.

7. **Property Removed** - Covered property while being removed from a premises endangered by a Peril Insured Against and for not more than 30 days while removed, is covered for direct loss from any cause. This coverage does not change the limit of liability that applies to the property being removed.

8. **Lawns, Plants, Shrubs and Trees** - You may apply up to 5% of the Coverage A limit of liability for loss to lawns, plants, shrubs, or trees on the Described Location by fire, lightning, smoke, explosion, riot or civil commotion, aircraft, vehicles, except vehicles owned or operated by you or a resident of the Described Location, collapse of a building, and vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not the theft of property. We shall not be liable for more than our proportion of \$250 on any one plant, shrub or tree including expense incurred for removing debris thereof. We do not cover property grown for commercial purposes. Payment under this coverage reduces the Coverage A limit of liability by the amount paid.

PERILS INSURED AGAINST

We insure for direct loss to the property covered caused by:

1. **Fire or lightning.**

2. **Windstorm or hail.**

This peril does not include loss;

a. to the interior of a building or 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; or

b. to the following property when outside of the building;

(1) awnings, signs, radio or television antennas or aerials including wiring, masts or towers; or

(2) canoes and rowboats

(3) lawns, plants, shrubs or trees.

3. **Explosion.**

4. **Riot or civil commotion.**

5. **Aircraft, including self-propelled missiles and spacecraft.**

6. **Vehicles.**

This peril does not include loss to a fence, driveway, or walk caused by a vehicle owned or operated by you or a resident of the Described Location.

7. **Smoke, meaning sudden and accidental damage from smoke.**

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

8. **Vandalism or malicious mischief.**

This peril does not include loss;

a. by pilferage, theft, burglary or larceny; or

b. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

9. Breakage of glass or safety glazing material which is part of a building, storm door or storm window.

This peril does not include loss on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

10. Burglars.

This peril does not include loss;

a. to property taken by burglars; or

b. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

11. Falling Objects.

This peril does not include loss;

a. to the interior of a building covered or property contained in the building unless the roof or an exterior wall of the building is first damaged by a falling object.

b. to outdoor radio and television antennas and aerials including their lead in wiring, masts and towers, outdoor equipment, awnings and fences. Damage to the falling object itself is not covered.

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

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.

13. Collapse of buildings or any part of a building.

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of a building. Collapse does not include settling, cracking, shrinking, bulging or expansion.

14. Accidental discharge or overflow of water or steam from within a plumbing, heating or air conditioning system or from within a household appliance. We also pay for tearing out and replacing any part of a covered building necessary to repair the system or appliance from which the water or steam escaped.

This peril does not include loss;

a. to a building caused by continuous or repeated seepage or leakage;

b. on the Described Location, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

c. to the system or appliance from which the water or steam escaped;

d. caused by or resulting from freezing; or

e. on the Described Location caused by accidental discharge or overflow which occurs off the described location.

15. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning system, or an appliance for heating water.

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

16. **Freezing of a plumbing, heating or air conditioning system or of a household appliance.**

This peril does not include loss on the Described Location while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

17. **Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic components.

GENERAL EXCLUSIONS

We do not cover loss resulting directly or indirectly from:

1. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property unless specifically provided under this policy.
2. **Earth Movement**. Direct loss by fire or explosion resulting from earth movement is covered.
3. **Water Damage**, meaning:
 - 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 which backs up through sewers or drains; or
 - c. water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.Direct loss by fire or explosion resulting from water damage is covered.
4. **Power Interruption**, meaning the interruption of power or other utility service if the interruption takes place away from the Described Location. If a Peril Insured Against ensues on the Described Location, we will pay only for loss caused by the ensuing peril.
5. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a Peril Insured Against.
6. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
7. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.

CONDITIONS

1. **Policy Period**. This policy applies only to loss which occurs during the policy period.
2. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we shall not be liable:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the limit of liability that applies.
3. **Concealment or Fraud**. We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

4. **Your Duties After Loss.** In case of a loss to which this insurance may apply, you shall see that the following duties are performed:

- a. give immediate notice to us or our agent;
- b. protect the property from further damage, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
- c. prepare an inventory of damaged personal property showing in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
- d. exhibit the damaged property as often as we reasonably require and submit to examination under oath;
- e. submit to us, within 60 days after we request, your signed sworn statement of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) the interest of you and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expenses incurred and records supporting the fair rental value loss.

5. **Loss Settlement.** Covered property losses are settled as follows:

- a. Personal property and structures that are not buildings at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace;
- b. Carpeting, domestic appliances, awnings, outdoor antennas and outdoor equipment, whether or not attached to buildings, at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace;
- c. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) 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 prior to the loss, we will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:
 - (a) the limit of liability under this policy applying to the building;
 - (b) the replacement cost of that part of the building damaged for equivalent construction and use on the same premises;
or
 - (c) the amount actually and necessarily spent to repair or replace the damaged building.
 - (2) 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 prior to the loss, we will pay the larger of the following amounts, but not exceeding the limit of liability under this policy applying to the building:
 - (a) the actual cash value of that part of the building damaged;
or

- (b) that proportion of the cost to repair or replace, without deduction for depreciation, of 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.
- (3) In determining the amount of insurance required to equal 80% of the full replacement cost of the building immediately prior to the loss, you shall disregard the value of excavations, foundations, piers and other supports which are below the undersurface of the lowest basement floor or, where there is no basement, which are below the surface of the ground inside the foundation walls, and underground flues, pipes, wiring and drains.
- (4) When the cost to repair or replace the damage is more than \$1000 or more than 5% of the amount of insurance in this policy on the building, whichever is less, we will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.
6. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- repair or replace any part to restore the pair or set to its value before the loss; or
 - pay the difference between actual cash value of the property before and after the loss.
7. **Glass Replacement.** Covered loss to glass shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
8. **Appraisal.** If you and we fail to agree on the amount of loss, either can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state of the Described Location to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.
9. **Other Insurance.** If a loss covered by this policy is also covered by 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.
10. **Subrogation.** You 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, the person insured shall sign and deliver all related papers and cooperate with us in any reasonable manner.
11. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within one year after the loss.
12. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn statement of loss, we may repair or replace any part of the property damaged with equivalent property.

13. Loss Payment. We will adjust all losses with you. We will pay you unless some other person is named in the policy to receive payment. Payment for loss will be made within 30 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

14. Abandonment of Property. We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order or precedence of the mortgagees.

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

- a. notifies us of any change in ownership, 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;
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If the policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

16. No Benefit to Bailee. We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated in this condition by notifying you 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 shall be sufficient proof of notice.
 - (1) When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
 - (2) 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 notifying you at least 10 days before the date cancellation takes effect.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy or if the risk has changed substantially since the policy was issued. This can be done by notifying you at least 30 days before the date cancellation takes effect.
 - (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 30 days before the date cancellation takes effect.
 - c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our short rate rules. When we cancel, the return premium will be pro rata.
 - d. 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.
- 18. Non-Renewal.** We may elect not to renew this policy. We may do so by delivery 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 shall be sufficient proof of notice.
- 19. Liberalization Clause.** If we adopt any revision which would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.
- 20. Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.
- 21. Assignment.** Assignment of this policy shall not be valid unless we give our written consent.
- 22. Death.** If you die, we insure:
- a. your legal representatives but only with respect to the property covered under the policy at the time of death;
 - b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
- 23. Nuclear Hazard Clause.**
- a. "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.
 - b. Loss caused by the nuclear hazard shall 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.
 - c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

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