

PROGRESSIVE[®]
HOME

Homeowners Protection Policy

Underwritten by:
American Strategic Insurance Corp.



YOUR HOMEOWNERS POLICY

TABLE OF CONTENTS

INSURANCE AGREEMENT	3
DEDUCTIBLE	3
SECTION I - PROPERTY COVERAGES	
PROPERTY COVERAGES	3
Coverage A – Dwelling.....	3
Coverage B – Other Structures	3
Coverage A And B – Special Limits Of Liability	4
Coverage C – Personal Property	4
Special Limits Of Liability	4
Coverage D – Loss Of Use	6
Additional Coverages.....	7
PERILS INSURED AGAINST	10
Coverage A – Dwelling And Coverage B – Other Structures	10
Coverage C – Personal Property	12
EXCLUSIONS	14
CONDITIONS	16
What Must Be Done After A Loss	16
How A Loss Will Be Settled	17
SECTION II - LIABILITY COVERAGES	
LIABILITY COVERAGES	20
Coverage E – Personal Liability	20
Coverage F – Medical Payments To Others.....	21
EXCLUSIONS	21
ADDITIONAL COVERAGES	24
CONDITIONS	25
What Must Be Done After A Loss	25
Duties Of An Injured Person – Coverage F – Medical Payments To Others	26
SECTION I AND II – CONDITIONS	27
DEFINITIONS	29

PLEASE READ THIS POLICY CAREFULLY.

This is a legal contract between You and Us. It contains certain limitations and exclusions.

INSURANCE AGREEMENT

In reliance on the information you have provided to us, we agree to provide the insurance coverages indicated on the Policy Declarations pursuant to the policy terms and conditions. In return, you must pay the premium when due, comply with the policy terms and conditions, and immediately inform us of any change of use or occupancy of the "residence premises".

DEDUCTIBLE

Unless otherwise noted in this policy, all losses covered under Section I are subject to the applicable deductible amount shown in the Declarations.

SECTION I – PROPERTY COVERAGES

COVERAGE A – DWELLING

Covered Property

We cover:

1. The dwelling on the "residence premises", used mainly as your private residence, shown on the Declarations, including attached structures, other than fences, and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.
2. Materials and supplies located on or adjacent to the "residence premises" used in the construction, alteration or repair of the dwelling or other structures on the "residence premises".
3. In-ground swimming pools including related permanently installed equipment such as pumps and filters.

We do not cover land, including land on which the dwelling is located.

COVERAGE B – OTHER STRUCTURES

Covered Property

We cover other structures on the "residence premises" separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection, and fences are considered other structures. Docks, whether removable or not, are also considered other structures.

We do not cover:

1. Other structures:
 - a. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
 - b. Used in whole or in part for "business" purposes; or
 - c. 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; or
 - d. Used for hobby farming.
2. Land, including land on which the other structures are located.

The limit of liability for this coverage will not be more than the limit of liability on the declaration page for Coverage B. Use of this coverage does not reduce the Coverage A limit of liability.

COVERAGE A AND B – SPECIAL LIMITS OF LIABILITY

Cosmetic And Aesthetic Damage To Floors

The total limit of liability for Coverages A and B combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors, resulting from a covered cause of loss.

1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage A or Coverage B limits of liability shown on the declaration page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for Coverage C – Personal Property.

COVERAGE C – PERSONAL PROPERTY

Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property, which is not excluded elsewhere in this policy, that is owned by:

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

Limit For Property At Storage Facilities Or Other Residences

We cover personal property that is located in a storage facility or that is usually located at an "insured's" residence that is not the "residence premises" listed in this policy for up to 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. This limitation does not apply to personal property:

1. Moved from the "residence premises" because the "residence premises" is being repaired, renovated or rebuilt and is unfit to live in or store property in; or
2. In a newly acquired principal residence for the first 30 days from the time you begin to move your property there.

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. Additional coverage may apply if purchased and provided elsewhere in this policy. These special limits do not increase the Coverage C limit of liability.

1. We will pay no more than \$250 for each of the following categories of property:
 - a. 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.
2. We will pay no more than \$1,000 for each of the following categories of property:
 - a. Art glass windows and other works of art such as, but not limited to paintings, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass, and bric-a-brac.
 - b. Trading cards, comic books, figurines, stamps, advertising materials, stuffed animals, dolls,

and sports and entertainment memorabilia, whether or not they are part of a collection.

3. We will pay no more than \$1,500 for each of the following categories of property:
 - a. 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.
 - b. Watercraft of all types, including their furnishings, equipment and outboard engines or motors.
 - c. Trailers or semitrailers of all types.
 - d. Loss by theft of jewelry, watches, furs, precious and semiprecious stones.
 - e. 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 e.
 - f. 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 f.
 - g. 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 3.e. and 3.f. above.
4. We will pay no more than \$2,000 for any individual item or set of electronic equipment caused directly or indirectly by theft or vandalism with a maximum total limit of 10% of the Coverage C limit for all electronic equipment. Electronic equipment includes, but is not limited to:
 - a. Televisions, audio, video and other electronic media playing and/or recording devices.
 - b. Audio and video media storage devices such as DVDs, records, CDs, and tapes.
 - c. Cameras, projectors and related equipment.
 - d. Gaming systems including their games and accessories.
5. We will pay no more than \$2,500 for each of the following categories of property:
 - a. Loss by theft of firearms, related equipment, and ammunition.
 - b. Loss by theft of silverware, silver-plated 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.
 - c. Property used primarily for "business" purposes that is located on the "residence premises" at the time of loss.
 - d. Loss by theft of personal computers, including but not limited to tablet, laptop and desktop computers, accessories, and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.
6. We will pay no more than \$5,000 for the following category of property:
 - a. Loss by theft of tools.

Additionally, we will pay no more than 10% of the total Coverage C amount for loss of or to any one item of unscheduled personal property.

Property Not Covered

We do not cover:

1. Personal property separately described and specifically insured in this or any other insurance policy;
2. Any animals, including but not limited to mammals, reptiles, birds or fish;
3. "Motor vehicles" and all other motorized land conveyances. This includes, while such property is in or upon the "motor vehicle", the following:
 - a. Accessories, equipment and parts; or
 - b. Any device or instrument for the transmitting, recording, receiving or reproduction of sound or picture which is operated by power from the electrical system of motor vehicle or all other land conveyances. This includes accessories or antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

We do cover vehicles or conveyances not required to be licensed which are:

- (1) Used solely to service an "insured's" residence; or
- (2) Designed for assisting the handicapped;
4. Aircraft and Aircraft Parts. Aircraft means any contrivance used or designed for flight. Aircraft does not include model or hobby aircraft not used or designed to carry people or cargo;
5. Property of roomers, boarders, tenants and anyone who regularly resides at the insured premises who is not an "insured";
6. Property away from the "residence premises" in a location regularly rented or held for rental to others by an "insured";
7. Property away from the "residence premises" and rented or held for rental to others;
8. "Business" data, including such data stored in:
 - a. Books of account, drawings or other paper records; or
 - b. Electronic data processing or storage tapes, devices, records, discs, wires, software media, computers or related equipment.However, we do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market. The most we will pay is the limit of liability for "business" property;
9. Credit cards, fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in Credit Card, Fund Transfer Card, Forgery And Counterfeit Money under Section I – Property Coverages; or
10. Water or steam.

COVERAGE D – LOSS OF USE

The Coverage D limit of liability shown in the Declarations is the total limit of liability for all coverages within Coverage D. This limit applies on an aggregate basis for Additional Living Expense and Civil Authority Prohibits Use.

Additional Living Expense

If a loss by a Peril Insured Against causes the "residence premises" to become uninhabitable, we will cover any necessary increase in living expenses you incur to maintain your normal household standard of living.

Payment will be for the shortest time required to repair or replace the premises or permanently settle your household elsewhere.

Civil Authority Prohibits Use

If a civil authority prohibits your use of the "residence premises" as a result of direct damage to a neighboring premise by a Peril Insured Against, we will cover, pursuant to the above provisions, any Additional Living Expense loss that you incur. Coverage is for a period of no more than two weeks while use is prohibited.

Loss Not Covered

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

The periods of time under Additional Living Expense and Civil Authority Prohibits Use above are not limited by expiration of this policy.

ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions and conditions of this policy.

Debris Removal

We will pay the reasonable expense you incur for the removal of debris of covered property if the loss is from a covered loss.

If the amount we owe for the actual damage to the property plus the reasonable debris removal expense exceeds the limit of liability for the damaged property, an additional 5% of that limit is available for such expense. This coverage does not change the limit of liability that applies to the damaged property.

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):
 - a. Damage(s) a covered structure; or
 - b. Does not damage a covered structure, but:
 - (1) Blocks a driveway on the "residence premises" which prevents a "motor vehicle", that is licensed for use on public roads or property, from entering or leaving the "residence premises"; or
 - (2) Blocks 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. We will pay no more than \$500 of this limit for the removal of any one tree.

Emergency Repairs

If a Peril Insured Against causes damage to covered property, we will pay the reasonable cost you incur for emergency repairs or measures that are necessary to protect that covered property from further damage. This coverage does not increase the limit of liability that applies to the covered property or relieve you of your duties described in What Must Be Done After A Loss.

Trees, Shrubs And Other Plants

We cover outdoor trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following perils:

1. Fire or Lightning;
2. Explosion;
3. Riot or Civil Commotion;
4. Aircraft;
5. Vehicles not owned or operated by a resident of the "residence premises";
6. Vandalism or Malicious Mischief; or
7. Theft.

Property grown for "business" purposes is not covered.

The limit of insurance, including debris removal, for any one loss will not exceed:

1. 5% of the limit of liability that applies to Coverage A for all trees, shrubs, plants or lawns; and
2. No more than \$500 of this limit for any one tree, shrub or plant.

This coverage is additional insurance.

Fire Department Service Charge

We will pay up to \$500 for incurred service fees charged by a fire department when called to protect covered property from a covered loss. We will pay no more than \$500 in fees resulting from any one service call. This coverage is additional insurance. No deductible applies to this coverage.

Property Removed

We cover accidental direct physical loss to covered property while being removed from a premises that is endangered by a Peril Insured Against. This coverage also applies to the property for up to 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

Collapse

Collapse means an abrupt falling down or falling into pieces of a building or part of a building that:

1. Results in the "residence premises" being unable to be occupied for its current intended purpose; and
2. Is caused by one or more of the following:
 - a. A Peril Insured Against under Coverage C;
 - b. Hidden decay of a structural member of the building, unless the presence of such decay is known to an "insured" prior to collapse;
 - c. Hidden insect or vermin damage to a structural member of the building, unless the presence of such damage is known to an "insured" prior to collapse;
 - d. Weight of contents, equipment, animals or people;
 - e. Weight of snow, ice, rain or sleet which collects on a roof; or
 - f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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. 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. 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.

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 a. through f. above, unless the loss is a direct result of the collapse of a building or any part of a building.

Credit Card, Fund Transfer Card, Forgery And Counterfeit Money

We will pay up to \$1,000 for:

1. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards or fund transfer cards issued to or registered in an "insured's" name;
2. Loss to an "insured" as a result of forgery or alteration of a check or negotiable instrument; and
3. Loss to an "insured" as a result of good faith acceptance of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts which are committed by any one person or group of persons or which involved or implicated any one person or group of persons is considered to be one loss.

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

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.

If a suit is brought against an "insured" for liability under 1. or 2. above, we will provide a defense at our expense by counsel of our choice.

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 3. above.

We do not cover:

1. Use of a credit card or fund transfer card:
 - a. By a resident of your household;
 - b. By a person who has been entrusted with either type of card; or
 - c. If an "insured" has not complied with all terms and conditions under which the cards are issued; or
2. Loss arising out of "business" use or dishonesty of an "insured".

Loss Assessment

We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner of the "residence premises", by an 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, subject to all provisions of this policy.

This coverage does not apply to assessments made as a result of damage caused by:

- 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.

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

Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.

Ordinance Or Law

We will pay, up to 10% of the limit of liability that applies to Coverage A, for the increased costs you incur due solely to the enforcement of an ordinance or law which requires or regulates:

- 1. The construction, demolition, 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 modification, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

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, modification, repair or replacement as stated in the Ordinance Or Law Paragraph and Subparagraphs 1. through 3. above.

The ordinance or law must have been in effect at the time the covered loss occurs.

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;
- 2. Any increase in costs attributable to any other factors; or
- 3. 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.

Section I – Exclusion, Ordinance Or Law does not apply to the extent coverage is provided under this Additional Coverage.

This coverage is additional insurance.

Breakage Of Glass Or Safety Glazing Material

We cover:

- 1. The breakage of glass or safety glazing material which is part of a building on the "residence premises", storm door or storm window; and
- 2. Direct physical loss to covered personal property caused solely by the breakage of glass or safety glazing material which is part of a building on the "residence premises", storm door or storm window.

This peril does not include loss on the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage

“Fungi”, Wet Or Dry Rot, Or Bacteria

results directly from earth movement. A dwelling being constructed is not considered “vacant” or “unoccupied”.

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

\$5,000 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 reason to believe that there is presence of “fungi”, wet or dry rot, or bacteria.

This Additional Coverage for “Fungi” Wet or Dry Rot, or Bacteria only applies when 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.

\$5,000 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.

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.

For this Additional Coverage, Section I – Condition, Policy Period is replaced by the following:

Policy Period

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

SECTION I – PERILS INSURED AGAINST

COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES

We insure for sudden and accidental direct physical loss to property described in Coverages A and B.

However, we do not insure for loss:

1. Excluded under Section I – Exclusions;
2. Involving collapse, except as provided under Section I – Additional Coverages; or
3. Caused by:
 - a. 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 exclusion does not apply 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.

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;

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Swimming pool, hot tub, or spa, including their filtration and circulation system;
 - (2) Fence, pavement, patio;
 - (3) Foundation, retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
- c. 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;
- d. 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" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied";
- e. Constant or repeated seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor, over a period of 14 or more days from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day the seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor began;
- f. Wear and tear, marring, or deterioration;
- g. Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- h. Smog, rust or other corrosion;
- i. Smoke from agricultural smudging or industrial operations;
- j. 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;
- k. Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- l. Birds, vermin, rodents, or insects. Vermin include, but are not limited to, armadillos, bats, coyotes, lizards, opossums, raccoons, skunks, snails, or slugs;
- m. Nesting or infestation, or discharge or release of waste products or secretions, by any animals;
- n. Animals owned or kept by an "insured"; or
- o. Pressure from or presence of tree, shrub or plant roots.

Exception to 3.f. through 3.o.

However, if loss by collapse results, as provided under Section I – Property Coverages, Additional Coverages, Collapse, we will pay for that resulting loss.

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 plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", including 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 – Exclusions, Water Damage, Paragraphs 1. and 4. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under 3.e. through 3.o. above.

Under 2. and 3. above, any ensuing loss to property described in Coverages A and B, not excluded by any other provision in this policy is covered.

COVERAGE C – PERSONAL PROPERTY

We insure for sudden and accidental 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.

Fire Or Lightning

Windstorm Or Hail

This peril does not include loss to property contained in a building if the loss is 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. This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines only while located inside a “fully enclosed building”.

Explosion

Riot Or Civil Commotion

Aircraft

This peril includes spacecraft and self-propelled missiles.

Vehicles

This peril means a device designed or used to transport persons or property.

Smoke

This peril means sudden and accidental damage from smoke. This peril does not include loss caused by smoke from industrial operations or agricultural smudging.

Vandalism Or Malicious Mischief

If the dwelling has been “vacant” or “unoccupied” for more than 90 consecutive days immediately before the loss, this peril does not include loss to property on the “residence premises” or any ensuing loss caused by any intentional or wrongful act committed in the course of the vandalism or malicious mischief. A dwelling being constructed is not considered “vacant” or “unoccupied”.

Theft

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

We do not cover theft or attempted theft:

1. Committed by an “insured”;
2. From that part of the “residence premises” rented by you to someone other than another “insured”;
3. Of trailers, campers, or watercraft while located away from the “residence premises”;
4. In or to the “residence premises” while under construction, or of materials and supplies for use in the construction of the “residence premises” until it is finished and occupied; or
5. Of 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 occupied the residence during the 60 days immediately before the loss.

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. This peril does not include loss caused by objects which fall as a result of any loss excluded under Section I – Exclusions.

Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in the “residence premises”.

Accidental Discharge Or Overflow Of Water Or Steam

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.

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 Freezing;
3. On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or
4. Caused by constant or repeated seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor, over a period of 14 or more days from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day the seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor began.

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

The portions of Paragraphs 1. and 4. of Section I – Exclusions, Water Damage that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under this peril.

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 system, or an automatic fire protective sprinkler system. This peril does not include loss caused by or resulting from freezing except as provided in Freezing below.

Freezing

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.

With respect to this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, downspout, gutter or similar fixtures or equipment.

Sudden And Accidental Damage From Artificially Generated Electrical Current

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

Volcanic Action

This peril means direct loss resulting from the eruption of a volcano when the loss is caused by:

1. Volcanic blast or airborne shock waves;
2. Ash, dust, or particulate matter; or
3. Lava flow.

This peril does not provide coverage for:

1. Damage to land, property in the open, or property in open sheds;
2. Portions of buildings not completely enclosed; or
3. Personal property contained within buildings not completely enclosed.

All volcanic eruptions that occur within a 72-hour period will be considered one volcanic eruption.

Direct loss includes the cost to remove the ash, dust, or particulate matter from the interior and exterior surfaces of the covered building and from personal property contained in the building.

Payment for removal applies only to the initial deposit of ash, dust, or particulate matter following a volcanic eruption. Subsequent deposits arising from the movement of volcanic dust or ash by wind or

| other means are not covered.

SECTION I – EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

Ordinance Or Law

Ordinance Or Law means enforcement of any ordinance or law:

1. Requiring or regulating the construction, demolition, remodeling, renovation or repair of building or other structure, including removal of any resulting debris. This paragraph does not apply to the amount of coverage that may be provided under Section I – Property Coverages, Additional Coverages, Ordinance Or Law.
2. The requirements of which result in a loss in value to property; or
3. 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, Ordinance Or Law, applies whether or not the property has been physically damaged.

Earth Movement

Earth Movement means any sinking, rising, shifting, expansion or contraction of earth, that occurs independently, whether the cause is natural or not. Earth Movement includes but is not limited to earthquake, land shock waves, tremors, landslide, mudslide, mudflow, subsidence, sinkhole, erosion, hydraulic fracturing and volcanic explosion or lava flow, except as provided in the Peril Insured Against for Volcanic Action.

This Exclusion does not apply to loss by theft or an ensuing direct loss by fire or explosion.

Water Damage

Water Damage 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, whether or not driven by wind, including storm surge;
2. Water or any other substance that backs up through sewers or drains;
3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes but is not limited to water or any other substance which exerts pressure on or flows, seeps or leaks through any part of the "residence premises";

which occurs independently.

This exclusion applies to, but is not limited to, escape, overflow or discharge, of water or any other substance from a dam, levee, seawall or any other boundary or containment system.

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

Power Interruption

Power Interruption means the failure of power or other utility service that occurs off the "residence premises". However, if the failure results in accidental direct physical loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

Neglect

Neglect means neglect of any "insured" to use all reasonable means to protect and preserve property at and after the time of a loss. Neglect by any "insured" excludes coverage for all "insureds".

War	<p>War includes the following and any consequence of any of the following:</p> <ol style="list-style-type: none"> 1. Declared war, undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, discharge of a nuclear weapon even if accidental; or 2. Destruction, seizure or use for a military purpose.
Nuclear Hazard	<p>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. Loss caused by a nuclear hazard will not be considered loss caused by fire, explosion, or smoke. However, direct loss by fire resulting from a nuclear hazard is covered.</p>
Intentional Loss	<p>Intentional Loss means loss resulting from any act performed by, at the direction of, or in conspiracy with any "insured", with the intent to cause a loss or which may reasonably have been expected to result in a loss. Coverage is excluded for all insureds, regardless of whether all "insureds" committed or conspired to commit the act which caused the intentional loss.</p>
Governmental Taking Or Destruction	<p>Governmental Action means the taking or destruction of property described in Coverage A, B or C by order of any governmental or public authority. However, coverage applies for Governmental Action taken to prevent the spread of fire at the time of a covered fire loss.</p>
Illegal Or Criminal Acts	<p>Illegal or Criminal Acts means any illegal or criminal act performed by, at the direction of, or in conspiracy with any "insured", that results in loss to covered property. This exclusion applies regardless of whether the "insured" is charged with a crime.</p> <p>However, this exclusion will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:</p> <ol style="list-style-type: none"> 1. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and 2. Did not cooperate in or contribute to the creation of the loss. <p>If we pay a claim pursuant to the Illegal Or Criminal Acts paragraph above, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.</p>
Diminished Value	<p>We do not cover any loss due to diminished value of any property covered under this policy.</p>
“Fungi”, Wet Or Dry Rot, Or Bacteria	<p>We do not cover any loss due to “fungi”, wet or dry rot, or bacteria. This includes the presence, growth, proliferation, spread or any activity of “fungi”, wet or dry rot, or bacteria.</p> <p>This exclusion does not apply:</p> <ol style="list-style-type: none"> 1. When "fungi", wet or dry rot, or bacteria results from fire or lightning; or 2. To the extent coverage is provided under the “Fungi”, Wet Or Dry Rot, Or Bacteria Additional Coverage in Section I – Property Coverages, with respect to loss caused by a Peril Insured Against other than fire or lightning. <p>Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.</p>
Existing Damage	<p>We do not cover:</p> <ol style="list-style-type: none"> 1. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or 2. Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

Windstorm Or Hail

We do not cover any loss due to windstorm or hail to:

1. Outdoor radio equipment, television antennas, satellite dishes, and aerials including their lead wiring, masts and towers;
2. Awnings, aluminum framed screened enclosures, aluminum framed carports, and aluminum sheds; and
3. Solar panels, solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems.

We do not insure for loss to property described in Coverages A and B caused by any of the following:

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Section I – Exclusions 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".

However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

SECTION I – CONDITIONS

What Must Be Done After A Loss

In the event of a loss to which coverage may apply, the following duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

1. Give immediate notice to us;
2. Notify the police of loss by theft or vandalism or malicious mischief and:
 - a. File a police report describing all items stolen;
 - b. Submit the filed report to us; and
 - c. Cooperate with the police in their investigation;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in the Additional Coverage for Credit Card, Fund Transfer Card, Forgery And Counterfeit Money;
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 and processing of a claim;
6. Prepare a written inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss for each item. Attach all bills, receipts and related documents that verify or support the information stated 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. You, any "insured" and anyone you hire in connection with your claim must:
 - (1) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and

(2) Sign the same.

Representations made by any of the preceding persons who appear in examinations under oath or recorded statements will be deemed to be your representations.

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 others in the property involved, and any encumbrances on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of this 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
 - h. Evidence or affidavit that supports a claim under the Additional Coverage for Credit Card, Fund Transfer Card, Forgery And Counterfeit Money, stating the amount and cause of loss.

We have no duty to provide coverage under this policy if there is a failure to comply with the above duties and that failure is prejudicial to us.

How A Loss Will Be Settled

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;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. 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 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. 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. 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. above whether or not actual repair or replacement is complete.
 - c. We will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except to the extent that coverage for these increased costs may be provided under Section I – Property Coverages, Additional Coverages, Ordinance Or Law.
 - d. 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, How A Loss Will Be

Settled, provided you notify us of your intent to do so within 180 days after the date of loss.

3. We will not pay for the cost to replace and/or match any undamaged siding, roofing material and/or windows due to any mismatch or lack of uniformity between the existing undamaged siding, roofing material and/or windows on a dwelling or other structure and new materials used to repair or replace the damaged siding, roofing material and/or windows on a dwelling or other structure because of:
 - a. Wear and tear, marring, scratching or deterioration;
 - b. Fading, weathering, oxidizing or color;
 - c. Texture or dimensional differences; or
 - d. Obsolescence, defect or discontinuation.

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. We will pay within 30 days after:

1. We reach an agreement with you;
2. A final judgment is entered, provided that judgment is not appealed; or
3. An appraisal award is filed, provided that appraisal award is not contested.

Our Options

We have the option to repair or replace any part of the damaged property with material or property of like kind and quality. We may also take all or part of the damaged property at the agreed or appraised value.

Insurable Interest

In the event of a covered loss, we will not be liable to an "insured" for more than the amount of such "insured's" interest in the covered property at the time of loss.

Loss To A Pair Or Set

In the event of a covered loss to a pair or set, we may elect to:

1. Repair or replace any part of the pair or set to restore it to its "actual cash value" before the loss; or
2. Pay the difference in the actual cash value of the pair or set before and after the loss.

Appraisal

If you and we agree on the scope of direct physical loss or damage that is covered by the terms and conditions of this policy but disagree on the amount payable for that scope of loss, either may demand an appraisal of the agreed-upon scope of loss.

If appraisal is demanded by either party, each will choose a competent, disinterested, and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire.

If the two appraisers cannot agree upon an umpire within 15 days of both parties naming their appraiser, then either party may seek selection of an umpire by filing a petition in a court of record in the county and jurisdiction where the "residence premises" is located, provided the requesting party provides the non-requesting party with notice at least 15 days prior to any hearing via certified mail.

An umpire must be competent, disinterested, and impartial.

All written demands for appraisal and notice of hearings to us must be sent to the address for the insurer listed on the Declarations Page.

The appraisers will separately appraise the amount of the agreed-upon scope of loss. If the appraisers submit a signed written report of an agreement to us that itemizes all items or elements of loss and delineates the amount for each applicable coverage in the policy, in both "actual cash value" and "replacement cost" value, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire and the umpire will generate a proposed written report as set forth above. A written report, as set forth above, agreed to and signed by any two will set the amount of loss as the appraisal award and is binding on both parties.

Each party will:

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

If there is an appraisal award, we will still retain our right to apply any applicable policy terms, limits, deductibles, and conditions. Suit cannot be filed against us during the appraisal process. If suit was filed against us prior to the demand of appraisal, suit will be held in abatement until the execution of an appraisal award.

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.

Legal Action Against Us

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

However, if an action is brought against us under the Insurance Fair Conduct Act, then 20 days prior to filing such an action, we and the Office of the Insurance Commissioner must be provided written notice of the basis for the cause of action. Such notice may be sent by regular mail, registered mail or certified mail with return receipt requested. We and the Insurance Commissioner will be deemed to have received the notice three days after mailing.

Abandonment Of Property

We have no liability for and no duty to accept any property abandoned by an "insured".

Mortgagee Clause

Subject to the terms, covenants, and conditions set forth in Section I – Conditions, Mortgagee Clause, loss (if any) under this policy, on buildings only, shall be payable to the mortgagee(s), as listed on the Declarations Page, as mortgagee(s) under any present or future mortgage upon the property described in and covered by this policy, as interest may appear, and in order of precedence of said mortgages.

1. The terms mortgage, mortgagee and mortgagor wherever used in this condition shall be deemed to include deeds of trust and the respective parties thereto.
2. This insurance, as to the interest of the mortgagee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by the use of the premises for purposes more hazardous than permitted by this policy.
3. Any mortgagee who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify this company thereof and shall cause the consent of the company thereto to be noted on this policy; and in the event of failure so to do, all rights of such mortgagee hereunder shall forthwith terminate.
4. In case the mortgagor or owner shall fail to pay any premium due or to become due under this policy, the mortgagee hereby covenants and agrees to pay the same on demand. The mortgagee also covenants and agrees to pay on demand the premium for any increased hazard for the term of the existence thereof.
5. This company shall not be liable to the mortgagee for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, under policies issued to, held by, or payable to the mortgagee, whether collectible or not.
6. The policy provisions relating to mortgagee interests and obligations are specifically referred to and made a part of this condition.

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. This provision applies regardless of any other provision of this policy.

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. You may choose to take possession of the recovered property or it will become our property. If you choose to take possession of the recovered property, the loss payment will be adjusted based on the amount you received for the recovered property.
Policy Period	This policy applies only to loss which occurs during the policy period.
Concealment Or Fraud	<p>We provide coverage to no "insureds" under this policy if, whether before or after a loss, any "insured" has:</p> <ol style="list-style-type: none"> 1. Intentionally concealed or misrepresented any material fact or circumstance; 2. Engaged in fraudulent conduct; or 3. Intentionally made false statements; <p>relating to this insurance.</p> <p>However, this condition will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:</p> <ol style="list-style-type: none"> 1. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and 2. Did not cooperate in or contribute to the creation of the loss. <p>If we pay a claim pursuant to the Concealment Or Fraud paragraph above, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.</p>
Venue	This policy and any performance there under shall be construed with and governed by the laws of the State of Washington.
Assignment Of Claim Benefits	No assignment of claim benefits, regardless of whether made before loss or after loss, shall be valid without the written consent of all "insureds", all additional insureds, and all mortgagee(s) named in this policy.

SECTION II – LIABILITY COVERAGES

COVERAGE E – PERSONAL LIABILITY

If a claim or lawsuit 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; and
2. Provide a legal defense at our expense by counsel of our choice.

We may, at our discretion, investigate or settle any claim or lawsuit against an "insured". Our duty to pay or defend ends when our limit of liability for this coverage has been exhausted by payment of judgment or settlement.

COVERAGE F – MEDICAL PAYMENTS TO OTHERS

In the event of "bodily injury" due to an "occurrence", we will pay necessary medical expenses incurred within three years from the date of the "occurrence". 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 any "insured". This coverage applies only:

1. To persons on the "insured location" with the permission of an "insured"; or
2. To persons off the "insured location", if the "bodily injury" is caused by:
 - a. A condition on the "insured location" or the ways immediately adjoining;
 - b. The activities of an "insured";
 - c. A "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. An animal to which coverage applies under this policy and that is owned by or in the care of an "insured" at the time of the "occurrence".

SECTION II – EXCLUSIONS

EXCLUSIONS APPLYING TO COVERAGE E

Coverage E does not apply to any of the following:

Loss Assessment	Liability for any loss assessment charged against you as a member of an association or community of property owners.
Contractual Liability	Liability assumed by an "insured" under any contract or agreement.
Property Owned	"Property damage" to property owned by an "insured" or any other resident of the "insured location".
Property Rented, Occupied, Used Or In Care Of	"Property damage" to property rented to, occupied by, used by or in the care of an "insured". This exclusion does not apply to "property damage" resulting from fire, smoke or explosion.
Liability Insured By A Nuclear Energy Liability Policy	"Bodily injury" or "property damage" for which an "insured" under this policy is also an insured under a nuclear energy liability policy or would be an insured under such a policy but for the exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters, the Nuclear Insurance Association of Canada, or any of their successors.
"Bodily Injury" To Any "Insured"	"Bodily injury" to any "insured" as defined in the Definitions. This exclusion also applies to any claim or lawsuit brought against any "insured" to repay or share damages with another person who may be obligated to pay damages because of "bodily injury" to an "insured".
Punitive Damages	This policy does not provide any coverage for punitive or exemplary damages, fines or penalties in any amount regardless of how they are imposed. This exclusion includes, but is not limited to, those imposed by civil fine or penalty assessed or imposed under any code, statute, regulation or court order. This policy also does not provide any coverage for the cost of defense, including but not limited to attorney fees or costs, related to any such damages, fines or penalties.

EXCLUSIONS APPLYING TO COVERAGE F

Coverage F does not apply to any of the following types of "bodily injury":

"Residence Employee" Off Insured Location

"Bodily injury" to a "residence employee" if the "bodily injury" occurs off the "insured location" and does not arise out of or in the course of the "residence employee's" employment by an "insured".

Nuclear Reaction, Radiation, Or Contamination

"Bodily injury" from any nuclear reaction, nuclear radiation, radioactive contamination, (all whether controlled or uncontrolled or however caused) or any consequence of any of these.

"Bodily Injury" To Residents

"Bodily injury" to any person regularly residing at the "insured location". This exclusion does not apply to a "residence employee" of an "insured".

EXCLUSIONS APPLYING TO COVERAGES E AND F

Coverages E and F do not apply to any of the following:

"Motor Vehicle", "Aircraft", And "Watercraft" Liability

We do not cover liability for "bodily injury" or "property damage" arising out of the:

1. Ownership, maintenance, occupancy, operation, use, loading or unloading of a "motor vehicle", "aircraft", or "watercraft";
2. Entrustment of a "motor vehicle", "aircraft", or "watercraft" by an "insured" to any person;
3. Failure to supervise or negligent supervision of any person involving a "motor vehicle", "aircraft", or "watercraft" by an "insured"; or
4. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving a "motor vehicle", "aircraft", or "watercraft".

This exclusion does not apply to "watercraft" liability if, at the time of the "occurrence", the watercraft:

1. Is being stored;
2. Is a sailing vessel that is less than 26 feet in overall length;
3. Has inboard or inboard-outdrive engine or motor power of no more than 50 horsepower; or
4. Is powered by one or more outboard motors with cumulative power of no more than 25 horsepower;

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

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" is of a different kind, quality or degree than initially expected or intended or is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property.

"Business"

"Bodily injury" or "property damage" arising out of or in connection with:

1. A "business" engaged in by an "insured" or conducted from an "insured location"; or
2. The rental or holding for rental of any part of the "insured location" by an "insured", regardless of the total annual compensation.

However, this exclusion does not apply to:

1. The rental or holding for rental of part of the "residence premises" for sole use as a residence to

	<p>no more than two roomers or boarders, if disclosed on the application; or</p> <ol style="list-style-type: none"> 2. An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.
Professional Services	"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services.
"Bodily Injury" To A Person Whom You Must Or Do Provide Benefits	"Bodily injury" to any person for whom an "insured" is required to provide or voluntarily provides benefits under any workers' compensation law, non-occupational disability law, or occupational disease law.
Loss On An "Insured's" Premises That Is Not An "Insured Location"	<p>"Bodily injury" or "property damage" arising out of a premises:</p> <ol style="list-style-type: none"> 1. Owned by an "insured"; 2. Rented to an "insured"; or 3. Rented to others by an "insured"; <p>that is not an "insured location".</p>
War	<p>"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:</p> <ol style="list-style-type: none"> 1. Declared war, undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, discharge of a nuclear weapon even if accidental; or 2. Destruction, seizure or use for a military purpose.
Communicable Disease	"Bodily injury" or "property damage" which arises out of the transmission of a disease or illness which is transmitted by an "insured" through sexual contact.
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.
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 lawful use of prescription drugs by a person following the orders of a licensed health care provider.
Animals	"Bodily injury" or "property damage" caused, whether in whole or in part, by any animal owned or kept, including temporary supervision, by you or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the "residence premises" or elsewhere.
"Fungi", Wet Or Dry Rot, Or Bacteria	"Bodily injury" or "property damage" arising directly or indirectly, in whole or 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.
"Fuel Systems"	<p>"Bodily injury" or "property damage" arising out of, resulting from, caused by or contributed to by the escape or release of liquid fuel from a "fuel system". This exclusion applies, but is not limited to:</p> <ol style="list-style-type: none"> 1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above; 2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone

else who must make payment because of such "bodily injury" or "property damage", damages, loss, cost, payment or expense; or

3. Any request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of liquid fuel.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of fire or explosion resulting from such escaped or released liquid fuel.

Illegal Or Criminal Acts

"Bodily injury" or "property damage" resulting from any illegal or criminal act performed by, at the direction of, or in conspiracy with any "insured". This exclusion applies regardless of whether the "insured" is charged with a crime.

Exclusions "Motor Vehicle", "Aircraft", and "Watercraft" Liability and "Loss On An "Insured's" Premises That Is 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".

SECTION II – ADDITIONAL COVERAGES

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

Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any lawsuit we defend;
2. Premiums on bonds required in a lawsuit we defend, but not for bond amounts more than the Coverage E limit of liability. We have no obligation to 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 lawsuit; 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.

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".

Damage To Property Of Others

We will pay, at "replacement cost", up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

We will not pay for "property damage":

1. To the extent of any amount recoverable under Section I;
2. Caused intentionally by an "insured" who is 13 years of age or older;
3. To property owned by an "insured";
4. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
5. Arising out of:
 - a. A "business" engaged in by an "insured";
 - b. Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - c. The ownership, maintenance, occupancy, operation, use, loading or unloading of "aircraft", "watercraft" or "motor vehicles".

This exclusion does not apply to a "motor vehicle" that:

- (1) Is designed for recreational use off public roads;

- (2) Is not owned by an "insured"; and
- (3) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been licensed for it to be used on public roads or property.

Loss Assessment

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 an association of property owners, when the assessment is made as a result of:

- 1. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
- 2. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - a. Is elected by the members of a corporation or association of property owners; and
 - b. Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

Section II – Condition, Policy Period does not apply to this Loss Assessment Coverage.

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:

- 1. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- 2. 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.

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

SECTION II – CONDITIONS

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.

What Must Be Done After A Loss

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 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".

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

The injured person or someone acting for the injured person will:

1. Give us written proof of claim, under oath if required, as soon as is practical; and
2. Authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

Payment Of Claim – Coverage F – Medical Payments To Others

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

Lawsuit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this Section II.

No one will have the right to join us as a party to any action against an "insured".

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.

Bankruptcy Of An "Insured"

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

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.

Severability Of Insurance

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

Policy Period

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

Concealment Or Fraud

We do not provide coverage to any "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. Intentionally made false statements;

relating to this insurance.

However, this condition will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:

1. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
2. Did not cooperate in or contribute to the creation of the loss.

If we pay a claim pursuant to the Concealment Or Fraud paragraph above, our payment to the "insured" is

limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

SECTION I AND II – CONDITIONS

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.

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 rights.

Cancellation

You may cancel this policy at any time by returning it to us or the insurance producer. You may also cancel by notifying us, or the insurance producer, in writing or verbally of the date cancellation is to take effect. If the date of cancellation is not specified, cancellation shall take effect upon receipt of such notice.

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

1. 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.
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 letting you know at least 45 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:
 - a. If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - b. If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 45 days before the date cancellation takes effect.

4. 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 45 days before the date cancellation takes effect.
5. With respect to Paragraphs 2., 3., and 4. above, if two or more of the following conditions exist at any building that is covered under this policy, we may cancel this policy by letting you and, if applicable, your insurance producer know at least five days before the date cancellation takes effect. We will also let any mortgagee or other person shown by the policy to have an interest in a covered loss know at least 20 days before the date cancellation takes effect.
 - a. Without reasonable explanation, the building is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the building is maintained for seasonal occupancy or is under construction or repair;
 - b. Without reasonable explanation, progress toward completion of permanent repairs to the building has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;

- c. Because of its physical condition, the building is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the building, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the building, indicating an intent to vacate the building;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the building for 60 consecutive days; or
- g. The building is not maintained in substantial compliance with fire, safety and building codes.

If we cancel this policy, we will send like notices of cancellation to each mortgagee, pledgee or other person shown by the policy to have an interest in any loss, which may occur thereunder.

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

If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it as soon as possible, but no later than:

- 1. 45 days after we send a notice of cancellation to you; or
- 2. 30 days after we receive the policy or a notice of cancellation from you.

Except as noted above, if the policy is cancelled by us, we will give the same advance notice of cancellation in writing to, if applicable, your insurance producer, and any mortgagee or other person shown by the policy to have an interest in a covered loss as we give to you. The cancellation notice may be delivered or mailed; if mailed, proof of mailing will be sufficient proof of notice.

Nonrenewal

We may elect not to renew this policy. We may do so by mailing to you at your mailing address last known to us, written notice, stating our reason for nonrenewal, at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

If we have offered in writing, either directly or through our agent, at least 20 days before the expiration date of this policy, to renew this policy, and have included a statement of the renewal premium due, we may terminate this policy on its expiration date if you fail to pay the required premium when due.

The following may be used for the purpose of determining the date when nonrenewal can be effected:

- 1. A policy with a term of six months or less is considered as if written for a policy period of six months.
- 2. A policy written for a term longer than one year or a policy with no fixed expiration date is considered as if written for a period of one year.

Assignment

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

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 to Damage To Property Of Others under Section II – Additional Coverages.

If we pay an "insured", who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that "insured" to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That "insured" may not waive such rights to recover against the perpetrator of the "domestic abuse".

Death

If any person named in the Declarations or the spouse, if a resident of the same household, including a domestic partner registered under Washington 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:

**Our Right To
Recompute Premium**

- 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.

We established the premium for this policy based on the statements you made in the application for insurance. We have the right to recompute the premium if we later obtain information which affects the premium we charged.

DEFINITIONS

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, including a domestic partner registered under Washington law, if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

In addition, certain words and phrases appear in quotations and are defined as follows:

"Actual cash value"

means:

- 1. When the damage to property is economically repairable, "actual cash value" means the cost of repairing the damage, less reasonable deduction for wear and tear, deterioration, and obsolescence.
- 2. When the loss or damage to property creates a total loss, "actual cash value" means the market value of property in a used condition equal to that of the destroyed property, if reasonably available on the used market.
- 3. Otherwise, "actual cash value" means the market value of new, identical or nearly identical property, less reasonable deduction for wear and tear, deterioration, and obsolescence.

The calculation of "actual cash value" includes depreciation to materials, labor, installation costs, overhead, profit, taxes and fees.

"Aircraft"

means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo.

"Bodily injury"

means physical harm to the body, including sickness or disease, and resulting death except that "bodily injury" does not include disease which is transmitted by an "insured" through sexual contact.

"Business"

means:

- 1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- 2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities, not described in b. through d. below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured".

"Domestic abuse"

means:

- 1. Physical harm, "bodily injury", assault or the infliction of fear of imminent physical harm, "bodily injury" or assault between family or household members;

2. Sexual assault of one family or household member by another;
3. Stalking, as defined in RCW 9A.46.110, of one family or household member by another family or household member; or
4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

"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".

"Fuel systems"

means:

1. One or more containers, tanks or vessels which have a total combined liquid fuel storage capacity of 100 or more U.S. gallons; and:
 - a. Are, or were, used to hold liquid fuel; and
 - b. Are, or were, located on any one location;
2. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in Paragraph 1.;
3. Filler pipes and flues connected to one or more containers, tanks or vessels described in Paragraph 1.;
4. A boiler, furnace or a water heater, the liquid fuel for which is stored in a container, tank or vessel described in Paragraph 1.;
5. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in Paragraph 1.;
6. A structure that is specifically designed and built to hold escaped or released liquid fuel from one or more containers, tanks or vessels described in Paragraph 1.

A "fuel system" does not include any fuel tanks that are permanently affixed to a motor vehicle or watercraft owned by an "insured", used for powering the motor vehicle or watercraft and not used at any time or in any manner for "business".

"Fully enclosed building"

means a building with continuous walls on all sides, extending from the ground level to the roof, with doors and windows (as deemed necessary) at various locations in the walls and including a continuous roof sheltering all areas within the wall perimeter.

"Fungi"

means any type or form of fungus, including mold or mildew, and any microtoxins, spores, scents or by-products produced or released by fungi.

"Insured"

means:

1. You and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of 21 and in the care of any person named above;
2. 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:
 - a. 24 and your relative; or
 - b. 21 and in your care or the care of a person described in 1.a. above; or
3. Under Section II:
 - a. 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 1. or 2. 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

- b. With respect to a "motor vehicle" to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in 1. or 2. above; or
 - (2) 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".

"Insured location"

means:

- 1. The "residence premises";
- 2. The part of other premises, other structures and grounds used by you as a residence; and
 - a. Which is shown in the Declarations; or
 - b. Which is acquired by you during the policy period, is reported to us within 30 days of your acquisition, and is for your use as a residence;
- 3. Any premises used by you in connection with a premises described in 1. and 2. above;
- 4. Any part of a premises:
 - a. Not owned by an "insured"; and
 - b. Where an "insured" is temporarily residing;
- 5. Vacant land, other than farm land, owned by or rented to an "insured";
- 6. 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";
- 7. Individual or family cemetery plots or burial vaults of an "insured"; or
- 8. Any part of a premises occasionally rented to an "insured" for other than "business" use.

"Motor vehicle"

means:

- 1. A self-propelled land or amphibious vehicle; or
- 2. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in 1. above.

"Motor vehicle" does not include a vehicle that is:

- 1. In dead storage on an "insured location" at the time of an "occurrence";
- 2. Not subject to motor vehicle licensing and is used solely to service the "residence premises";
- 3. Designed for recreational use off public roads and not owned by an "insured";
- 4. A motorized wheelchair:
 - a. Being used to assist a handicapped person at the time of an "occurrence"; or
 - b. Parked on an "insured location" at the time of an "occurrence"; or
- 5. A motorized golf cart that is owned by an "insured", designed to carry no more than 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:
 - a. A golf course and is being used to play golf; or
 - b. A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (1) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (2) Cross public roads at designated points to access other parts of the golfing facility.

"Occurrence"

means an accident, including exposure to harmful conditions, which results during the policy period, in:

- 1. "Bodily injury"; or
- 2. "Property damage".

Repeated or continuous exposure to the same general harmful conditions is considered to be one "occurrence".

"Occurrence" does not include accidents or events which take place during the policy period which do not result in "bodily injury" or "property damage" until after the policy period.

"Property damage"

means physical injury to or destruction of tangible property, including loss of its use as a result of its physical injury or destruction.

"Replacement cost"

means:

1. In case of loss or damage to buildings, the cost, at the time of loss, to repair or replace the damaged property with new materials of like kind and quality, without deduction for depreciation.
2. In case of loss to personal property, the cost, at the time of loss, of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer manufactured or is not available, "replacement cost" means the cost of a new article similar to the one damaged or destroyed and which is of comparable quality and usefulness, without deduction for depreciation.

"Residence employee"

means an employee of an "insured" who performs duties related to the maintenance or use of the "residence premises", including household or domestic services.

"Residence premises"

means:

1. The one family dwelling, other structures, and grounds; or
2. That part of any other building;

where you reside and which is shown as the "residence premises" on the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

"Watercraft"

means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.

"Vacant"

means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

"Unoccupied"

means the dwelling is not being inhabited as a residence.

THIS ENDORSEMENT IS FOR CLARIFICATION AND DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

No Section II – Liability Coverages and Limited Section I – Property Coverages for Home Day Care Business

“Business”

as defined in the base policy means:

1. A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis; or
2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities, not described in b. through d. below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured".

Home Day Care Business

If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

1. That an "insured" engages in for money or other compensation; and
2. From which an "insured" receives more than \$2,000 in total/combined compensation from and any other activity for the 12 months before the policy period;

the home day care service and other activity will be considered a "business".

With respect to the Home Day Care Business Paragraphs above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities described in "Business" Paragraph 2. above and engaged in for money by a single "insured" may be considered a "business" if the \$2,000 threshold is exceeded.

No Section II – Liability Coverages, Limited Section I – Property Coverages

With respect to Items "Business" and Home Day Care Business above, coverage does not apply to or is limited with respect to home day care service that is a "business". For example, this policy:

1. Does not provide:
 - a. Section II coverages. This is because a "business" of an "insured" is excluded under Section II – Exclusions, Exclusions Applying To Coverages E And F, Item "Business";
 - b. Coverage under Section I, for other structures from which any "business" is conducted; and
2. Limits coverage under Section I – Property Coverages, Coverage C – Personal Property, Special Limits of Liability for "business" property:
 - a. On the "residence premises" for the home day care "business" to \$2,500. This is because Special Limits of Liability, Category 5.c. imposes that limit on all "business" property located on the "residence premises".
 - b. Away from the "residence premises" for the home day care "business" to \$250. This is because Special Limits of Liability, Category 1.b. imposes that limit on "business" property away from the "residence premises". Category 1.b. does not apply to property described in Special Limits of Liability, Categories 2.e. and 2.f.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Platinum Package Endorsement – Washington

For an additional premium, the Platinum Package Endorsement broadens coverage under your policy by increasing the limits of liability, revising policy provisions, adding Additional Coverages, and including the listed endorsements, as described below.

Your policy limits are increased as follows:

**Coverage A And B –
Special Limits Of
Liability**

Cosmetic And Aesthetic Damage To Floors

The total limit of liability for Coverages A and B combined is \$20,000 per policy term for cosmetic and aesthetic damages to floors, resulting from a covered cause of loss.

1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage A or Coverage B limits of liability shown on the Declarations Page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for Coverage C – Personal Property.

**Coverage C –
Personal Property**

As shown on the Declarations Page, the limit of liability for Coverage C is 70% of the Coverage A amount.

**Coverage C Special
Limits Of Liability**

Under **SECTION I – PROPERTY COVERAGES, COVERAGE C – PERSONAL PROPERTY**, Item **Special Limits of Liability**, the paragraphs referenced below are replaced by the following:

The limits are increased from \$250 to \$1,000 for the following:

- 1.a. 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.

The limits are increased from \$1,000 to 5% of Coverage A for the following:

- 2.a. Art glass windows and other works of art such as, but not limited to paintings, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass, and bric-a-brac.

The limits are increased from \$1,000 to 2% of Coverage A for the following:

- 2.b. Trading cards, comic books, figurines, stamps, advertising materials, stuffed animals, dolls, and sports and entertainment memorabilia, whether or not they are part of a collection.

The limits are increased from \$1,500 to \$3,000 for the following:

- 3.b. Watercraft of all types, including their furnishings, equipment and outboard engines or

motors.

3.c. Trailers or semitrailers of all types.

The limits are increased from \$1,500 to \$5,000 for the following:

- 3.a.** 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.
- 3.d.** Loss by theft of jewelry, watches, furs, precious and semiprecious stones.

The limits are increased from \$2,500 to \$6,000 for the following:

- 5.a.** Loss by theft of firearms, related equipment, and ammunition.
- 5.b.** Loss by theft of silverware, silver-plated 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.

The limits are increased from \$5,000 to 5% of the Coverage A limit of liability for the following:

- 6.a.** Loss by theft of tools.

The limits are deleted for the following:

- 3.** We will pay no more than \$1,500 for each of the following categories of property:
 - e.** 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 **e**.
 - f.** 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 **f**.
- 4.** We will pay no more than \$2,000 for any individual item or set of electronic equipment caused directly or indirectly by theft or vandalism with a maximum total limit of 10% of the Coverage C limit for all electronic equipment. Electronic equipment includes, but is not limited to:
 - a.** Televisions, audio, video and other electronic media playing and/or recording devices.
 - b.** Audio and video media storage devices such as dvds, records, cds, and tapes.
 - c.** Cameras, projectors and related equipment.
 - d.** Gaming systems including their games and accessories.
- 5.** We will pay no more than \$2,500 for each of the following categories of property:
 - d.** Loss by theft of personal computers, including but not limited to tablet, laptop and desktop computers, accessories, and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.

Additionally, the limit that we will pay no more than 10% of the Coverage C amount for loss of or to any one item of unscheduled personal property is deleted.

The following increased limit is added:

Coverage C Special Limits Of Liability **3.a.**, **3.d.**, and **5.b.** are increased to a combined limit of \$50,000 while

such property is in a vault at a federal or state chartered bank, savings and loan association or thrift institution. This limit does not apply to property removed from the premises of the bank, savings and loan association or thrift institution.

The following provisions are revised, added, or deleted:

Under **DEDUCTIBLE**, the following is added:

However, if the amount of the covered loss is greater than or equal to \$50,000 we will waive the first \$500 of any deductible.

Under **SECTION I – PROPERTY COVERAGES, COVERAGE C – PERSONAL PROPERTY, Property Not Covered**, the following is added:

Property Not Covered	11. Property used for any “business” purpose, except as provided under Section I – Property Coverages, Additional Coverages, “Business Property”.
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Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES**, Item **Debris Removal** is replaced by the following:

Debris Removal	<p>We will pay the reasonable expense you incur for the removal of:</p> <ol style="list-style-type: none">1. Debris of covered property if the loss is from a covered loss; or2. Ash, dust or particles from a volcanic eruption that has caused direct loss to covered property. <p>If the amount we owe for the actual damage to the property plus the reasonable debris removal expense exceeds the limit of liability for the damaged property, an additional 5% of that limit is available for such expense. This coverage does not change the limit of liability that applies to the damaged property.</p> <p>We will also pay your reasonable expense, up to \$1,000, for the removal of one or more trees from the "residence premises":</p> <ol style="list-style-type: none">1. Felled by a Peril Insured Against, provided the tree(s):<ol style="list-style-type: none">a. Damage(s) a covered structure; orb. Does not damage a covered structure, but:<ol style="list-style-type: none">(1) Blocks a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or(2) Blocks a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building. <p>The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees.</p>
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Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES**, Item **Trees, Shrubs And Other Plants** is replaced by the following:

Trees, Shrubs And Other Plants	<p>We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:</p> <ol style="list-style-type: none">1. Fire or Lightning;2. Explosion;3. Riot or Civil Commotion;4. Aircraft;5. Vehicles not owned or operated by a resident of the "residence premises";
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6. Vandalism or Malicious Mischief; or
7. Theft.

Property grown for "business" purposes is not covered.

The limit of insurance, including debris removal, for any one loss will not exceed:

1. 5% of the limit of liability that applies to Coverage A for all trees, shrubs, plants or lawns; and
2. No more than \$1,000 of this limit for any one tree, shrub or plant.

This coverage is additional insurance.

Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES**, Item **Fire Department Service Charge**, our limit of liability for any one service call is increased from \$500 to \$1,000.

Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES**, Item **Property Removed**, the number of days coverage applies while removed is increased from 30 to 60.

Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES**, Item **Credit Card, Fund Transfer Card, Forgery And Counterfeit Money**, our limit of liability for any one loss is increased from \$1,000 to \$5,000.

Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES**, Item **Breakage Of Glass Or Safety Glazing Material**, the number of days coverage applies if the dwelling is "vacant" or "unoccupied" is increased from 30 to 60.

Under **SECTION I – PERILS INSURED AGAINST, COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES**, Paragraph **3.d.** is replaced by the following:

- d. 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" or "unoccupied" for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied";

Under **SECTION II – EXCLUSIONS, EXCLUSIONS APPLYING TO COVERAGES E AND F**, Item **Animals** is replaced by the following:

Animals

"Bodily injury" or "property damage" caused, whether in whole or in part, by:

1. Any prohibited breed of dog;
2. Any exotic, farm or saddle animals; or
3. Any animal for which the owner has been notified by a state department that the animal has been deemed dangerous, vicious, or potentially dangerous under state law

that is owned or kept, including temporary supervision, by you or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the "residence premises" or elsewhere.

Prohibited breeds of dogs include Akitas, American Bulldogs, Chow Chows, Doberman Pinschers, Mastiffs, Pit Bulls, Rottweilers, Staffordshire Terriers, and Wolf hybrids. Any mixed breed made up of one or more of the breeds listed above is also considered a prohibited breed of dog.

Exotic, farm or saddle animals include but are not limited to hoofed animals, livestock, reptiles, primates, and fowl.

The following Additional Coverages are added:

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.

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

Lock Replacement

Lock Replacement Coverage is provided for loss caused by theft of:

1. Keys to dwelling doors and window locks; and/or
2. Automatic garage door transmitters.

We will pay the incurred cost of replacing your locks and/or the cost of reprogramming the frequency on additional transmitters and/or the unit control box. No deductible applies to this coverage. Coverage is limited to an annual payment of \$500. Coverage will apply only if you notify us within 72 hours of discovering the loss and the theft of the keys has been reported to the police. This coverage does not increase the limit of liability that applies to the damaged covered property.

Reward Reimbursement

We will pay up to \$1,000 for the payment of rewards you have incurred for information leading to the return of stolen articles or the arrest and conviction of any person(s) who has stolen articles and/or damaged any of your covered property.

Data Replacement

We will pay up to \$5,000 to replace or recreate personal records or data as a result of loss by a Peril Insured Against. This limit applies:

1. Regardless of the medium on which the material exists; and
2. To the cost to research, replace or restore the information from the lost or damaged material.

However, we will pay only if the records or data are actually replaced or recreated at your expense.

Business Property

We will pay up to \$5,000 for property on the "residence premises" used primarily for "business" purposes.

This includes the cost to replace or recreate "business" records or data as a result of loss by a Peril Insured Against. These limits apply:

1. Regardless of the medium on which the material exists; and
2. To the cost to research, replace or restore the information from the lost or damaged material.

However, we will pay only if the records or data are actually replaced or recreated at your expense.

Arson Reward

We will pay \$1,000 for information that leads to an arson conviction in connection with a fire loss to property covered under Coverage A of this policy. This coverage may increase the limit otherwise applicable.

However, we will not pay more than \$1,000 per event, regardless of the number of persons providing information.

Household Products

We cover direct physical loss to the property described in Coverages A and B arising out of a discharge, dispersal, spill, leak, release, escape, emission, transmission or absorption of household products on the "residence premises". Household products include items currently in use or your possession at the "residence premises" in normal household quantities such as paint, paint thinners, soaps, bleach, pesticides, herbicides, motor oil, gasoline, heating fuel and similar items. For purposes of this coverage, household products do not include materials containing asbestos, lead or formaldehyde.

We will pay up to 5% of the Coverage A limit of liability stated on the Declarations Page for any loss during the policy period under this coverage after you have paid your deductible. This is an additional amount of insurance.

This coverage does not apply to:

1. Any fee, assessment or expense of any governmental authority;
2. Loss arising out of household products possessed or used:

- a. For business purposes;
- b. For illegal purposes;
- c. By contractors; or
- d. On driveways or walkways.

Section I – Perils Insured Against, Coverage A – Dwelling and Coverage B – Other Structures, Paragraph 3.j. does not apply to the extent coverage is provided under this Additional Coverage.

In the event that a loss is covered under both this coverage and Section I – Property Coverages, Additional Coverages, Ordinance or Law, you may elect one of these coverages, but not both.

**Kidnap/Ransom
Negotiation Expense**

We will pay up to \$50,000 for ransom negotiation expenses incurred by you as a result of the kidnapping of an “insured”. We will also pay up to \$5,000 to any person or organization for information leading to the arrest and conviction of any person(s) who kidnaps an “insured”. This coverage does not apply to the kidnapping of a child by the child’s parent.

1. This coverage also does not apply unless:
 - a. The kidnapping occurred in the contiguous continental United States, Alaska or Hawaii; and
 - b. You have notified the Federal Bureau of Investigation or other law enforcement agency having jurisdiction of the kidnapping, and have complied with their recommendations and instruction.
2. Kidnap/Ransom Negotiation Expenses means:
 - a. Reasonable fees and expenses of independent negotiators, provided we have given prior written consent;
 - b. Reasonable costs of travel, communications and accommodations incurred by you; and
 - c. Fees for related medical services incurred by the insured within 12 months from the “insured’s” release.

Kidnap/Ransom Negotiation Expenses does not include the ransom.

The following additional coverages are added to your policy via endorsements:

These endorsements should be reviewed for the full coverage terms.

**Coverage A –
Increased
Replacement Cost**

Form **ASI HO WA IRC2** is added to your policy and provides an increased limit of 50% of Coverage A.

**Identity Management
Service**

Form **ASI HO IDT** is added to your policy and provides identity management services.

Loss Assessment

Form **ASI HO LAC** is added to your policy and provides \$5,000 in Loss Assessment coverage.

**Ordinance Or Law
Coverage**

Form **ASI HO OL** is added to your policy and provides 25% of Coverage A for Ordinance or Law coverage.

Personal Injury

Form **ASI HO PNJ** is added to your policy and provides Personal Injury coverage.

**Personal Property
Replacement Cost
Loss Settlement**

Form **ASI HO WA PPRC** is added to your policy and provides “replacement cost” loss settlement for eligible property.

**Special Personal
Property Coverage**

Form **ASI HO SPC** is added to your policy and provides open peril coverage for Coverage C.

**Water Back-Up And
Sump Overflow**

Form **ASI HO WBU** is added to your policy and provides \$10,000 in Water Back-Up and Sump Overflow coverage.

This amount is in addition to any coverage purchased via the Water Back-Up and Sump Overflow (ASI HO WBU) stand-alone endorsement. Please refer to the Declarations Page for your total Water Back-Up and Sump Overflow limit of liability.

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Identity Management Service

This endorsement provides additional coverage under the following:

Identity Management Service

The following services will be provided to you by CyberScout when you have had an "identity theft" or "account takeover" discovered by you and reported to us within 30 days of being discovered, or a "proactive inquiry" initiated by you during the policy period.

1. Assignment of a "fraud specialist" to work with you to assist with resolving an "identity theft", "account takeover", or providing "proactive inquiry" guidance;
2. Assistance addressing "proactive inquiries", prior to the occurrence of an "identity theft", which may include answering questions or providing education regarding identity management techniques and strategies;
3. Assistance with placement of a "fraud alert" for individuals who may be at risk of becoming a victim of "identity theft" or "account takeover", and if warranted;
4. For victims of "identity theft", and at your election, assistance with placement of a "security freeze";
5. Assistance with notification to applicable government agencies, associations, etc.;
6. For victims of "identity theft", and at your election, one year enrollment in the following monitoring product solutions:
 - a. Credit monitoring with alerts. Includes 3-in-1 credit report. Monitors changes in victim's credit file to identify fraudulent activity and measure the progress of resolution; and
 - b. Fraud monitoring with electronic notification to you of potential uses or changes in personal identifiers (i.e. Social Security number, Department of Motor Vehicle, address, etc.) in more than 1,000 monitored databases. Identifies additional frauds and measures the progress of resolution.

Monitoring product solutions are provided by CyberScout and are paid by us.

7. Assistance in the preparation of documents and phone calls needed for credit grantor notification;
8. Assistance in filing a police report or scheduling an interview with police when and where possible;
9. Comprehensive case file creation available for your presentation to law enforcement or necessary third parties; and
10. Six months of active follow-up, regardless of the policy expiration date, commencing on the date the case is determined to be closed, to review the effectiveness of the "identity theft" resolution.

Deductible

This coverage is not subject to a deductible.

Exclusions

We will not provide coverage under Identity Management Services for any of the following:

1. "Identity theft" loss or "account takeover" of a professional or business identity/account;
2. Loss or expense which is not included as a covered service or expense within this endorsement;
3. An "identity theft" or "account takeover" by or with your knowledge of any person, relative or former relative, unless you are willing to file a police report and an FTC Affidavit and will cooperate with prosecutorial action against the perpetrator;
4. An "identity theft" or "account takeover" first discovered by you prior to or after the period for

which this coverage applies; or

5. An "identity theft" or "account takeover" that is not reported to the police.

Additional Conditions

The following Additional Conditions apply:

1. We will pay for Identity Management Services only if services are provided through CyberScout.
2. To receive assistance for a "proactive inquiry", "identity theft" or an "account takeover", you should call the Identity Management Resolution Center at 866-296-4266.
3. We cannot guarantee, after our vendor has provided the applicable services that the problems associated with the "identity theft", "account takeover", or "proactive inquiry" will be eliminated or future problems prevented.
4. Services provided by CyberScout may vary based on individual circumstances and location (due to adherence of local customs/statutes/rules).
5. You must cooperate with and provide full disclosure of the circumstances surrounding "identity theft", "account takeover", or "proactive inquiry" to us, law enforcement personnel, CyberScout, and/or other designated service providers.
6. This coverage is in excess over other valid insurance that covers expenses to resolve and repair "identity theft".
7. This coverage applies to all permanent residents of your household.

Definitions

"Account Takeover": means the unauthorized use of a person's existing accounts or services.

"Fraud Alert": means a warning that is placed on your credit bureau report signaling to potential creditors that you may be, or are at risk of being a victim of "identity theft".

"Fraud Specialist": means an expert retained by CyberScout to assist you in resolving the fraudulent use, or suspected fraudulent use, of personal information and to restore it to pre-incident status. This assistance may include facilitating contact with credit reporting agencies, credit grantors, collection agencies, and governmental agencies or other activities needed to fully restore the identity of the individual.

"Identity Management Services": means services provided by CyberScout to assist in resolving "identity theft" or "account takeover"; or providing education, guidance or solutions to proactively monitor identity; and/or, restore identity as a result of an "identity theft".

"Identity Theft": means the Federal Trade Commission's definition of the term as codified at 16 CFR 603.2(a) which states: "The term "identity theft" means a fraud committed or attempted using the "identifying information" of another person without authority. The term "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person."

"Personally Identifiable Information": and/or "PII", means any piece of information, which can potentially be used to uniquely identify an individual and could be used to facilitate "identity theft". This information may include, but is not limited to the following subcategories:

1. Identification and contact information;
2. Government issued identification numbers; and
3. Financial information.

"Proactive Inquiry": means an inquiry arising from the actual or perceived loss of theft of your nonpublic personal information, "PII", and/or "PHI".

"Protected Health Information": and/or "PHI", means the definition provided by the Health Information

Portability and Accountability Act (HIPAA) and includes individually identifiable health information (excluding the individually identifiable health information of non-U.S. citizens), held or maintained by a covered entity or its business associates acting for the covered entity that is transmitted or maintained in any form or medium. This includes identifiable demographic and other information relating to the past, present, or future physical or mental health or condition of an individual, or the provision or payment of health care to an individual that is created or received by a health care provider, health plan, employer, or health care clearinghouse.

“Security Freeze”: means a notification to the credit bureau to lock access to your credit file from potential creditors checking your credit file for anyone attempting to utilize your identity to open a new account or to secure credit.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Loss Assessment Coverage

SCHEDULE*

"Residence Premises" – Additional Amount of Insurance:	\$
* Entries for this coverage may be left blank if shown in the Policy Declarations.	

**Additional Insurance
– "Residence
Premises"**

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

1. Either Section I – Property Coverages, Additional Coverage, Loss Assessment or Section II – Additional Coverage, Loss Assessment; or
2. Both Section I and Section II Loss Assessment provisions.

Section II – Exclusion

Section II – Exclusions, Exclusions Applying To Coverage E, Loss Assessment does not apply to this coverage.

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Ordinance or Law Coverage

For additional premium, your policy is changed as follows:

SCHEDULE*

Ordinance or Law Coverage Amount:

*Entries may be left blank for this coverage if shown in the Policy Declarations.

Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES, Ordinance Or Law** is replaced by the following:

Ordinance Or Law

We will pay, up to the amount of coverage shown in the Schedule above, for the increased costs you incur due solely to the enforcement of an ordinance or law which requires or regulates:

1. The construction, demolition, 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 modification, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

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, modification, repair or replacement as stated in the Ordinance Or Law Paragraph and Subparagraphs 1. through 3. above.

The ordinance or law must have been in effect at the time the covered loss occurs.

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. Any increase in costs attributable to any other factors;
3. 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 asses 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.

Section I – Exclusion, Ordinance Or Law does not apply to the extent coverage is provided under this Additional Coverage.

This coverage is additional insurance.

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Progressive Home & Auto Bundle Package

The following provision applies to your Progressive Home Policy when bundled with your Progressive Auto Policy:

**Single Deductible
Advantage**

If a single event causes a loss for which coverage applies under both your Progressive Auto and Homeowners policies, your Homeowners Policy deductible will be reduced by the amount of your Auto Policy deductible applied to the loss, and may be issued to you in the form of a reimbursement check. The amount of this reduction shall not exceed the Homeowners Policy deductible. For the Single Deductible Advantage provision to apply, a claim must be reported under both policies.

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Personal Injury

For additional premium, your policy is changed as follows:

Under **DEFINITIONS**, the following is added to your policy:

“Personal injury”	means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period: <ol style="list-style-type: none">1. False arrest, detention or imprisonment;2. Malicious prosecution;3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;4. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or5. Oral, written or electronic publication of material that violates a person's right of privacy.
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Under **SECTION II – LIABILITY COVERAGES, COVERAGE E – PERSONAL LIABILITY**, the following is added:

“Personal Injury” Coverage	If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will: <ol style="list-style-type: none">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"; and2. 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 offense has been exhausted by payment of a judgment or settlement.
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With respect to the coverage provided under this endorsement, **SECTION II – EXCLUSIONS** is replaced by the following:

“Personal injury” coverage does not apply to any of the following:

Expected Or Intended Injury	"Personal injury" which is expected or intended by or at the direction of an "insured" with the knowledge or reasonable expectation that the act would violate the rights of another or would inflict "personal injury". This exclusion applies even if the resulting "personal injury" is of a different kind, quality or degree than initially expected or intended or is sustained by a different person, entity, real or personal property, than initially expected or intended.
Oral, Written Or Electronic Publication	"Personal injury" arising out of oral, written or electronic publication of material, if done by or at the direction of an "insured" with knowledge its falsity. This exclusion also applies to "personal injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

Illegal Or Criminal Acts	"Personal injury" arising out of any illegal or criminal act performed by, at the direction of, or in conspiracy with any "insured". This exclusion applies regardless of whether the insured is charged with a crime.
Contractual Liability	"Personal injury" arising out of liability assumed by an "insured" under any contract or agreement. This exclusion does not apply to any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises.
Employment By An "Insured"	"Personal injury" sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured".
"Business"	<p>"Personal Injury" arising out of or in connection with:</p> <ol style="list-style-type: none"> 1. A "business" engaged in by an "insured" or conducted from an "insured location"; or 2. The rental or holding for rental of any part of the "insured location" by an "insured", regardless of the total annual compensation; <p>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".</p> <p>However, this exclusion does not apply to:</p> <ol style="list-style-type: none"> 1. The rental or holding for rental of part of the "residence premises" for sole use as a residence to no more than two roomers or boarders, if disclosed on the application; or 2. An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.
Civic Or Public Activities	"Personal injury" arising out of civic or public activities performed for pay by an "insured".
"Personal Injury" To Any "Insured"	<p>"Personal injury" to any "insured", as defined under Definitions.</p> <p>This exclusion applies to any claim or lawsuit brought against any "insured" to repay or share damages with another person who may be obligated to pay damages because of "personal injury" to an "insured".</p>
Pollutants	<p>"Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.</p> <p>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.</p>
"Fungi", Wet Or Dry Rot, Or Bacteria	<p>"Personal injury" 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.</p> <p>We do not cover any loss, cost or expense arising out of any:</p> <ol style="list-style-type: none"> 1. Request, demand or order that an "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, "fungi", wet or dry rot, or bacteria; or 2. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.
Electronic Forums	"Personal injury" arising out of chat rooms, bulletin boards, gripe sites, social networking sites, dating sites, or any other electronic forums.

With respect to the coverage provided under this endorsement, **SECTION II – ADDITIONAL COVERAGES**, Item **Loss Assessment** is replaced by the following:

Loss Assessment

We will pay up to \$1,000 for your share of loss assessment charged against you, as an 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 "personal injury" not excluded under this endorsement.

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

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of "personal injury".

Under **SECTION II – CONDITIONS**, Item **Policy Period** does not apply and Items **Limit of Liability**, **What Must Be Done After A Loss**, and **Severability of Insurance** are replaced by the following:

Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense 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 suits brought.

What Must Be Done After A Loss

In case of an offense, 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 offense; 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 offense;
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. 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 "personal injury".

Severability Of Insurance

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

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Special Personal Property Coverage

For additional premium, your policy is changed as follows:

With respect to the coverage provided under this endorsement, the following is added to **INSURANCE AGREEMENT**:

We agree to provide the special personal property coverage in this endorsement with the understanding that you occupy the "residence premises", which contains the covered property, and such residence is not rented or sublet to another.

Under **SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES**, Item **Collapse** is deleted with respect to Coverage C – Personal Property.

Under **SECTION I – PERILS INSURED AGAINST, COVERAGE C – PERSONAL PROPERTY** is replaced by the following:

We insure against risk of sudden and accidental direct physical loss to property described in Coverage C.

However, we do not insure for loss:

1. Excluded under Section I – Exclusions;
2. Caused by:
 - a. 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 exclusion does not apply 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.
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;
 - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Swimming pool, hot tub, or spa, including their filtration and circulation system; or
 - (2) Fence, pavement, patio; or
 - (3) Foundation, retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
 - c. 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;
 - d. Constant or repeated seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor, over a period of 14 or more days from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day the seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor began;
 - e. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
 - (2) Smoke, other than smoke from agricultural smudging or industrial operations;
 - (3) Explosion, riot, civil commotion;
 - (4) Aircraft, vehicles, vandalism and malicious mischief;
 - (5) Collapse of a building or any part of a building;
 - (6) Water not otherwise excluded;
 - (7) Theft or attempted theft; or
 - (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) A steam or hot water heating system;
 - (b) An air conditioning or automatic fire protective sprinkler system; or
 - (c) An appliance for heating water;
- f. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- g. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- h. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
- i. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body; or
- j. Any of the following:
 - (1) Wear and tear, marring, or deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused one or more of the Perils Insured Against that would apply under Coverage C of the policy form if this endorsement were not attached to the policy form.
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;
 - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
 - (7) Birds, vermin, rodents, or insects. Vermin include, but are not limited to, armadillos, bats, coyotes, lizards, opossums, raccoons, skunks, snails, or slugs;
 - (8) Nesting or infestation, or discharge or release of waste products or secretions, by any animals;
 - (9) Animals owned or kept by an "insured"; or
 - (10) Pressure from or presence of tree, shrub or plant roots.

Exception To 2.j.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage C resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

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

For the 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.

- k. Mysterious disappearance, losing or misplacement.

Section I - Exclusions, Water Damage, Paragraphs 1. and 4. that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under Paragraphs 2.d. and j. above.

Under Paragraphs 2.a. through d., i. and j. above, any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.