

SERFF Tracking Number: FORE-125866965 State: Arkansas  
Filing Company: Foremost Insurance Company Grand Rapids, Michigan State Tracking Number: EFT \$50  
Company Tracking Number: S-27  
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
Product Name: Dwelling and Homowners Insurance Program  
Project Name/Number: /

## Filing at a Glance

Company: Foremost Insurance Company Grand Rapids, Michigan  
Product Name: Dwelling and Homowners Insurance Program SERFF Tr Num: FORE-125866965 State: Arkansas  
TOI: 01.0 Property SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines) Co Tr Num: S-27 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Becky Harrington, Brittany Yielding  
Author: Ruth Sieting Disposition Date: 11/05/2008  
Date Submitted: 10/29/2008 Disposition Status: Approved  
Effective Date Requested (New): 04/01/2009 Effective Date (New): 04/01/2009  
Effective Date Requested (Renewal): 04/01/2009 Effective Date (Renewal): 04/01/2009

State Filing Description:

## General Information

Project Name: Status of Filing in Domicile:  
Project Number: Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 11/05/2008  
State Status Changed: 10/29/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Filing new and revised forms

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## Company and Contact

### Filing Contact Information

Kaan Cidanli, Administrator kaan.cidanli@foremost.com  
 PO Box 2450 (616) 956-3645 [Phone]  
 Grand Rapids, MI 49501-2450

### Filing Company Information

Foremost Insurance Company Grand Rapids, Michigan CoCode: 11185 State of Domicile: Michigan  
 P.O. Box 2450 Group Code: Company Type: Property and Casualty  
 Grand Rapids, MI 49501-2450 Group Name: State ID Number:  
 (616) 956-3000 ext. [Phone] FEIN Number: 38-1407533  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: Form Filing = \$50  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Foremost Insurance Company Grand Rapids, Michigan	\$50.00	10/29/2008	23544733

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	11/05/2008	11/05/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Becky Harrington	10/29/2008	10/29/2008	Ruth Sieting	11/03/2008	11/03/2008

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## Disposition

Disposition Date: 11/05/2008  
Effective Date (New): 04/01/2009  
Effective Date (Renewal): 04/01/2009  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter & Summary	Approved	Yes
Supporting Document	Exhibits A thru H and 1 thru 22	Approved	Yes
Supporting Document	Table of Contents	Approved	Yes
Form	Certificate Holder	Approved	Yes
Form	Certificate Holder	Approved	Yes
Form	Additional Insured For Premises Liability	Approved	Yes
Form	Additional Insured For Premises Liability	Approved	Yes
Form	Dwelling Fire One Policy owner Occupied	Approved	Yes
Form	Dwelling Fire One Policy Landlord	Approved	Yes
Form	Dwelling Fire Three Policy Owner Occupied	Approved	Yes
Form	Dwelling Fire Three Policy Landlord	Approved	Yes
Form	Dwelling Fire One Policy Vacanet or Unoccupied	Approved	Yes
Form	Additional Insured - Non-Resident	Approved	Yes
Form	Loss Payee	Approved	Yes
Form	Additional Named Insured	Approved	Yes
Form	Unrelated Named Insuerd	Approved	Yes
Form	Reduction in Coverage When Vacant or Unoccupied	Approved	Yes
Form	Replacement Cost - Dwelling	Approved	Yes
Form	Replacement Cost - Personal Property	Approved	Yes
Form	Limited Theft Coveage	Approved	Yes
Form	Broad Theft Coverage	Approved	Yes
Form	Incidental Business Use - Section II	Approved	Yes
Form	Business Property	Approved	Yes
Form	Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials - Dwelling Fire Three	Approved	Yes

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 Product Name: Dwelling and Homowners Insurance Program  
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<b>Form</b>	Animal Liability Exclusion - Premises Liability	Approved	Yes
<b>Form</b>	Animal Liability Exclusion - Personal Liability	Approved	Yes
<b>Form</b>	Earthquake Coverage Including Masonry Veneer - Dwelling Fire One	Approved	Yes
<b>Form</b>	Earthquake Coverage Including Masonry Veneer - DWelling Fire Three	Approved	Yes
<b>Form</b>	Earthquake Coverage Excluding Masonry Veneer - Dwelling Fire One	Approved	Yes
<b>Form</b>	Earthquake Coverage Excluding Masonry Veneer - Dwelling Fire Three	Approved	Yes
<b>Form</b>	Loss Assessment Coverage	Approved	Yes
<b>Form</b>	Loss Assessment Coverage Including Earthquake	Approved	Yes
<b>Form</b>	Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials - Dwelling Fire One	Approved	Yes
<b>Form</b>	Extended Replacement Cost - Dwelling	Approved	Yes
<b>Form</b>	Repair Cost Dwelling	Approved	Yes
<b>Form</b>	Water Backup of Sewers or Drains	Approved	Yes
<b>Form</b>	Landlord Personal Injury Liability Coverage	Approved	Yes
<b>Form</b>	Personal Injury Liability Coverage	Approved	Yes
<b>Form</b>	Required Change - Arkansas	Approved	Yes
<b>Form</b>	Coverage C - Personal Property Special Amount of Insurance for Business Personal Property	Approved	Yes
<b>Form</b>	Increased Theft Limits	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/29/2008  
Submitted Date 10/29/2008  
Respond By Date  
Dear Kaan Cidanli,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Dwelling Fire One Policy owner Occupied (Form)

Comment: Please amend the Section II pollution exclusion provision, so as not to be applicable to bodily injury and property damage caused by a heat, smoke, or fumes from a hostile fire. A hostile fire shall mean one that becomes uncontrollable or breaks out from where it was intended to be.

### Objection 2

- Additional Insured For Premises Liability (Form)

- Additional Insured For Premises Liability (Form)

Comment: These forms appear identical. Please explain the need for both.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/03/2008  
Submitted Date 11/03/2008

Dear Becky Harrington,

### Comments:

SERFF Tracking Number: FORE-125866965 State: Arkansas  
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Company Tracking Number: S-27  
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
Product Name: Dwelling and Homowners Insurance Program  
Project Name/Number: /

## Response 1

### Comments:

1) Please refer to the definition of "pollutant" which states, in part, "irritants and contaminants released by an accidental fire on your premises are not a pollutant". We feel this statement satisfies your requested exception to the pollution exclusion.

2) The forms are identical except for the difference in format. The two-column format was developed for Dwelling policies whereas the one-column format was developed for Homeowners policies.

Please let me know if I may be of further assistance.

Kaan Cidanli  
State Filings Administrator

## Related Objection 1

### Applies To:

- Dwelling Fire One Policy owner Occupied (Form)

### Comment:

Please amend the Section II pollution exclusion provision, so as not to be applicable to bodily injury and property damage caused by a heat, smoke, or fumes from a hostile fire. A hostile fire shall mean one that becomes uncontrollable or breaks out from where it was intended to be.

## Related Objection 2

### Applies To:

- Additional Insured For Premises Liability (Form)
- Additional Insured For Premises Liability (Form)

### Comment:

These forms appear identical. Please explain the need for both.

## Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

*SERFF Tracking Number: FORE-125866965 State: Arkansas*  
*Filing Company: Foremost Insurance Company Grand Rapids, Michigan State Tracking Number: EFT \$50*  
*Company Tracking Number: S-27*  
*TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)*  
*Product Name: Dwelling and Homowners Insurance Program*  
*Project Name/Number: /*

**No Rate/Rule Schedule items changed.**

Sincerely,  
Ruth Sieting

SERFF Tracking Number: FORE-125866965 State: Arkansas  
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 Company Tracking Number: S-27  
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
 Product Name: Dwelling and Homowners Insurance Program  
 Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Certificate Holder	4094	03/06	Endorsement/Amendment/Conditions		43.14	4094_0306.pdf
Approved	Certificate Holder	4095	03/06	Endorsement/Amendment/Conditions		43.14	4095_0306.pdf
Approved	Additional Insured For Premises Liability	5406	10/07	Endorsement/Amendment/Conditions		32.56	5406_1007.pdf
Approved	Additional Insured For Premises Liability	5414	10/07	Endorsement/Amendment/Conditions		32.56	5414_1007.pdf
Approved	Dwelling Fire One Policy owner Occupied	11000	03/06	Policy/Coverage Form Replaced	Replaced Form #:50.79 20000 01/93 - 20001 01/93- 10010 05/95 Previous Filing #:		11000_0306.pdf
Approved	Dwelling Fire One Policy Landlord	11001	03/06	Policy/Coverage Form Replaced	Replaced Form #:58.95 20000 01/93- 20001 01/93- 20061 04/02 Previous Filing #:		11001_0306.pdf
Approved	Dwelling Fire Three Policy Owner Occupied	11002	03/06	Policy/Coverage Form Replaced	Replaced Form #:49.94 20000 01/93- 20002 01/93 Previous Filing #:		11002_0306.pdf
Approved	Dwelling Fire	11003	03/06	Policy/Coverage Form Replaced	Replaced Form #:49.17		11003_0306.pdf

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 Company Tracking Number: S-27  
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: Dwelling and Homowners Insurance Program

Project Name/Number: /

Approval	Policy Description	Policy #	Effective Date	Change Type	Form #	File Name
	Three Policy Landlord			rage Form	20000 01/93-20002 01/93-20061 04/02	pdf
Approved	Dwelling Fire One Policy Vacant or Unoccupied	11004	03/06	Policy/Coverage Form Replaced	Replaced Form #:49.23 20000 01/93-20061 04/02 Previous Filing #:	11004_0306.pdf
Approved	Additional Insured - Non-Resident	11005	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:38.90 10012 01/93 Previous Filing #:	11005_0306.pdf
Approved	Loss Payee	11006	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:44.32 10005 01/93 Previous Filing #:	11006_0306.pdf
Approved	Additional Named Insured	11007	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:44.40 10006 01/93 Previous Filing #:	11007_0306.pdf
Approved	Unrelated Named Insured	11008	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:50.50 10007 01/93 Previous Filing #:	11008_0306.pdf
Approved	Reduction in Coverage When Vacant or Unoccupied	11010	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:49.45 20007 10/93 Previous Filing #:	11010_0306.pdf
Approved	Replacement Cost - Dwelling	11012	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:40.54 20050 09/95 Previous Filing #:	11012_0306.pdf
Approved	Replacement Cost - Personal Property	11013	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:43.70 10052 01/96 Previous Filing #:	11013_0306.pdf

SERFF Tracking Number: FORE-125866965 State: Arkansas  
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 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: Dwelling and Homowners Insurance Program

Project Name/Number: /

Approved	Limited Theft Coverage	11014	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:49.57 20005 01/93 Previous Filing #:	11014_0306.pdf
Approved	Broad Theft Coverage	11015	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:41.24 20006 01/93 Previous Filing #:	11015_0306.pdf
Approved	Incidental Business Use - Section II	11016	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:34.20 10013 01/93 Previous Filing #:	11016_0306.pdf
Approved	Business Property	11017	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:52.99 10014 01/93 Previous Filing #:	11017_0306.pdf
Approved	Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials - Dwelling Fire Three	11018	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:39.63 Previous Filing #: 20017 08/94	11018_0306.pdf
Approved	Animal Liability Exclusion - Premises Liability	11023	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:41.63 20029 09/99 Previous Filing #:	11023_0306.pdf
Approved	Animal Liability Exclusion - Personal Liability	11025	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:40.36 10140 04/00 Previous Filing #:	11025_0306.pdf
Approved	Earthquake Coverage Including Masonry Veneer - Dwelling Fire One	11027	03/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:40.05 10056 04/96 Previous Filing #:	11027_0306.pdf

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 Company Tracking Number: S-27  
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: Dwelling and Homowners Insurance Program  
 Project Name/Number: /

Approved	Earthquake Coverage Including Masonry Veneer - Dwelling Fire Three	11028	03/06	Election/Rejection/Supplemental Applications	Replaced Form #:40.12 10056 04/96 Previous Filing #:	11028_0306.pdf
Approved	Earthquake Coverage Excluding Masonry Veneer - Dwelling Fire One	11029	03/06	Endorsement/Amendment/Conditions	Replaced Form #:39.94 10057 04/96 Previous Filing #:	11029_0306.pdf
Approved	Earthquake Coverage Excluding Masonry Veneer - Dwelling Fire Three	11030	03/06	Endorsement/Amendment/Conditions	Replaced Form #:39.85 10057 04/96 Previous Filing #:	11030_0306.pdf
Approved	Loss Assessment Coverage	11031	03/06	Endorsement/Amendment/Conditions	Replaced Form #:51.48 10011 01/93 Previous Filing #:	11031_0306.pdf
Approved	Loss Assessment Coverage Including Earthquake	11032	03/06	Endorsement/Amendment/Conditions	Replaced Form #:35.55 10009 01/93 Previous Filing #:	11032_0306.pdf
Approved	Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials - Dwelling Fire One	11033	03/06	Endorsement/Amendment/Conditions	Replaced Form #:51.55 20017 08/94 Previous Filing #:	11033_0306.pdf
Approved	Extended Replacement Cost - Dwelling	11034	03/06	Endorsement/Amendment/Conditions	48.07	11034_0306.pdf

SERFF Tracking Number: FORE-125866965 State: Arkansas  
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 Company Tracking Number: S-27  
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: Dwelling and Homowners Insurance Program  
 Project Name/Number: /

Approved	Repair Cost Dwelling	11035	03/06	Endorsement/Amendment/Conditions New	47.40	11035_0306.pdf
Approved	Water Backup of Sewers or Drains	11037	03/06	Endorsement/Amendment/Conditions New	64.72	11037_0306.pdf
Approved	Landlord Personal Injury Liability Coverage	11095	05/06	Endorsement/Amendment/Conditions New	36.71	11095_0506.pdf
Approved	Personal Injury Liability Coverage	11096	05/06	Endorsement/Amendment/Conditions New	39.56	11096_0506.pdf
Approved	Required Change - Arkansas	11170	10/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:49.01 10036 01/01 - 20041 01/01 Previous Filing #:	11170_1008.pdf
Approved	Coverage C - Personal Property Special Amount of Insurance for Business Personal Property	35014	11/06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:52.80 35014 10/99 Previous Filing #:	35014_1106.pdf
Approved	Increased Theft Limits	35069	11/06	Endorsement/Amendment/Conditions New	35.21	35069_1106.pdf



**CERTIFICATE HOLDER**  
**4094 03/06**

Insurance Company:

Policy Number:

Effective Date:

Expiration Date:

Named Insured:

Property Location:

Certificate Holder:

The dwelling described on this certificate is insured by the policy shown. If this policy is terminated, notice will also be mailed to the Certificate Holder named above.

This certificate does not amend or supercede any provision of the policy.

4094 03/06

**CERTIFICATE HOLDER**  
**4095 03/06**

Insurance Company:

Policy Number:

Effective Date:

Expiration Date:

Named Insured:

Property Location:

Certificate Holder:

The dwelling described on this certificate is insured by the policy shown. If this policy is terminated, notice will also be mailed to the Certificate Holder named above.

This certificate does not amend or supercede any provision of the policy.

4095 03/06

**ADDITIONAL INSURED FOR PREMISES LIABILITY**  
**5406 10/07**

**Name and Address of Person or Organization**

-

Your policy includes the person or organization named in the endorsement with respect to SECTION II if provided by the policy, but only with respect to the ownership, maintenance or use of your **premises** shown on the Declarations Page.

Personal liability does not apply to **bodily injury** to any employee arising out of or in the employee's employment by the additional interest.

**Interest:**

**Insuring Agreement**

The following is added to the Insuring Agreement:

You, your and yours also means the person or organization named on this Additional Insured for premises liability.

5406 10/07

All other provisions of your policy apply.

---

**ADDITIONAL INSURED FOR PREMISES LIABILITY**

---

**Name and Address of Person or Organization**

-

**Interest:**

**Insuring Agreement**

The following is added to the Insuring Agreement:

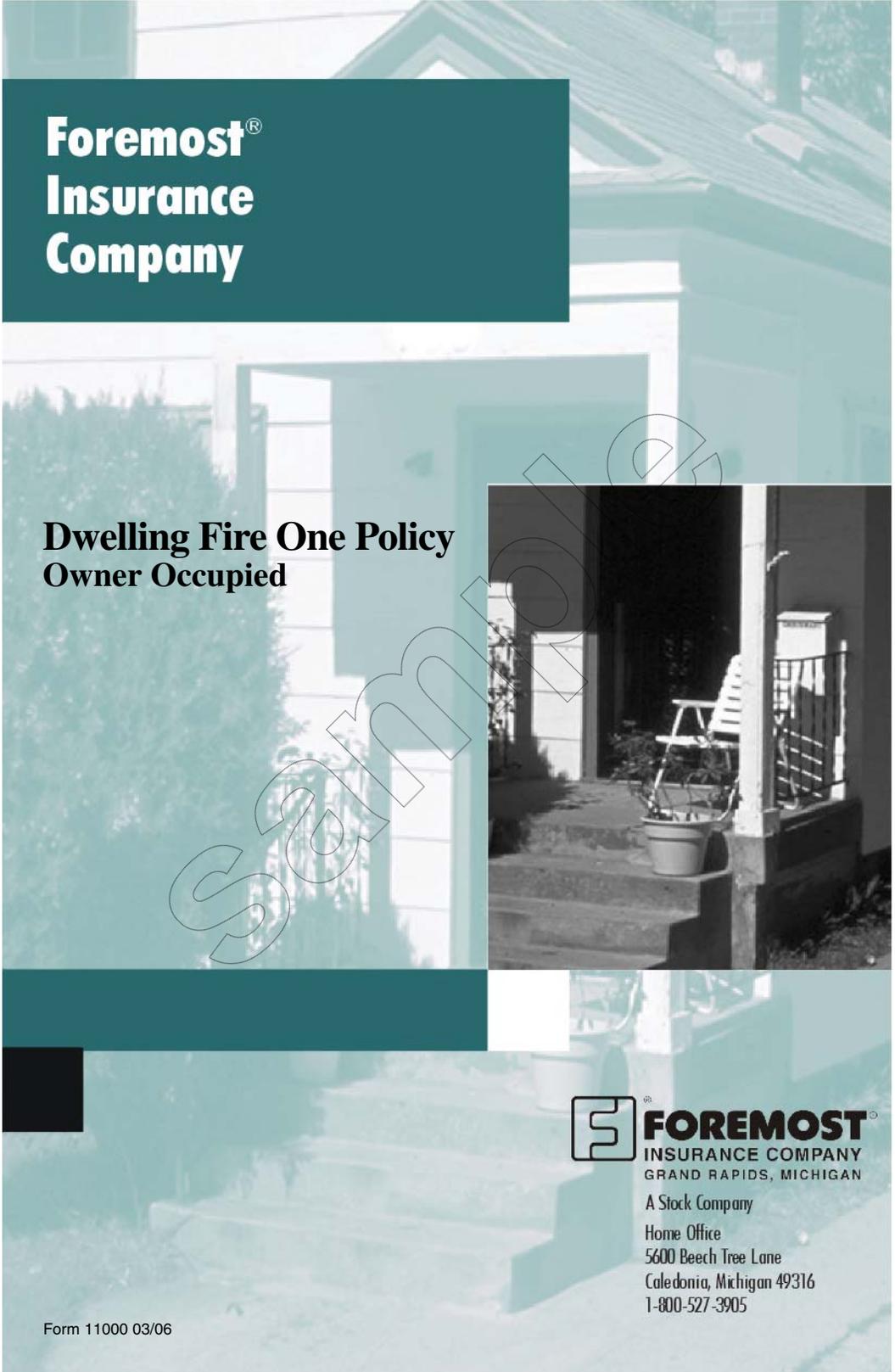
You, your and yours also means the person or organization named on this Additional Insured for premises liability.

Your policy includes the person or organization named in the endorsement with respect to SECTION II if provided by the policy, but only with respect to the ownership, maintenance or use of your **premises** shown on the Declarations Page.

Personal liability does not apply to **bodily injury** to any employee arising out of or in the employee's employment by the additional interest.

All other provisions of your policy apply.

Form 5414 10/07



**Foremost<sup>®</sup>  
Insurance  
Company**

**Dwelling Fire One Policy  
Owner Occupied**



**FOREMOST<sup>®</sup>**  
INSURANCE COMPANY  
GRAND RAPIDS, MICHIGAN

A Stock Company

Home Office  
5600 Beech Tree Lane  
Caledonia, Michigan 49316  
1-800-527-3905

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# DWELLING FIRE ONE POLICY OWNER OCCUPIED

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

## Insuring Agreement

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With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, with respect to animals or watercraft to which this policy applies, you also means any person or organization legally responsible for these animals or watercraft that are owned by any of you. But you 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 owners.

In SECTION II — Your Liability Coverages, you also means persons employed by any of you and other persons while they are using a vehicle, to which this policy applies, on your **premises** and with the consent of any of you.

## Definitions

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**Actual cash value** means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean:

1. The rental, or holding for rental, of part of your **premises** for use as a dwelling, unless the rental is to three or more roomers or boarders;
2. The rental, or holding for rental, of part of your **premises** as a private garage; or
3. Incidental farming operations conducted on your **premises** unless the gross income from these operations is more than \$5,000 a year.

**Earth movement** means all of the

following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

**Family member** means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

**Medical expenses** means reasonable charges for:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

For purposes of SECTION II — Your Liability Coverages, **premises** also means:

1. Vacant land, other than farm land, owned by or rented to any of you.
2. Land on which a one-family or two-family dwelling is being built for your personal use.
3. Premises not owned by you but in which you live temporarily.
4. Your cemetery plots and burial vaults.
5. Any part of a premises occasionally rented to you for other than **business** use.

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

## **SECTION I — Your Property Coverages**

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### **Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage B — Other Structures**

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage C — Personal Property**

We insure personal property owned or used by any of you while it is on your **premises**. We insure personal property owned or used by any of you while away from your **premises** for up to 10% of the Personal Property Amount of Insurance shown on the Declarations Page for Coverage C. Such insurance does not increase the Personal Property Amount of Insurance.

If you request it, we will insure personal property owned by a guest while the property is on the part of your **premises** occupied by any of you.

But we do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors. But we do insure model or hobby aircraft not used or designed to carry people or cargo.
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors.
3. Motor vehicles, recreational land motor vehicles, golf carts, all

other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are:

- a. Not subject to motor vehicle registration and that are used solely for maintenance of your **premises**;
  - b. Designed for assisting the handicapped.
4. Property separately described and specifically insured in this or any other insurance policy.
  5. Camper bodies or trailers.
  6. Property held as a sample or for sale or delivery after sale.
  7. Data stored on any media including data stored in:
    - a. Paper records;
    - b. Electronic data processing tapes, discs or other software media; or
    - c. Computer related equipment.We do insure the cost of pre-recorded computer programs available on the retail market.
  8. Grave markers.
  9. **Business** property owned by or in the possession of any of you or your **residence employee**.
  10. Accounts, bills, bullion, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, notes other than bank notes, passports, personal records, platinum, securities, sil-

ver other than silverware, tickets and stamps.

11. Coins, currency, bank notes and money whether in the form of cash, scrip, or any electronic equivalent.
12. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds.
13. Materials and supplies for use in the construction or repair of the dwelling or other structures.
14. Animals including birds or fish.
15. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

#### **Coverage D — Loss Of Rents**

If an insured loss occurs at that part of your **premises** that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from that insured loss while the rented part of the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make that part of your **premises** that you rent to others or that you hold for rent habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

### **Coverage E — Additional Living Expenses**

If an insured loss makes your **premises** not fit to live in, we will pay the actual, reasonable and necessary increase in your living expense to maintain your normal standard of living while you live elsewhere. We will pay for the shortest time needed:

1. To repair or replace the damaged property; or
2. For you to permanently relocate.

The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage E.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay reasonable additional living expenses for up to two weeks should civil authorities prohibit occupancy of your **premises**.

This period of time will not be shortened by the expiration of this policy.

We will not pay for expense due to the cancellation of a lease or agreement.

No deductible will apply to this coverage.

### **Your Additional Coverages**

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property from your **pre-mises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your **pre-mises** because it is in danger of loss by an Insured Peril. We provide this coverage for no more

than 30 days while the property is removed from your **premises**.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

## **SECTION I — Insured Perils**

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We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling, Coverage B — Other Structures and Coverage C — Personal Property. The loss must occur during the policy period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to:

- a. The inside of the dwelling or other structures or to the property that is in it caused by rain, hail, snow, sand, sleet, wind-driven water or dust unless the dwelling or other structures are first

damaged by the direct force of wind or hail, creating an opening through which the rain, hail, snow, sand, sleet, wind-driven water or dust enters.

- b. Signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.

But we do not insure loss caused by:

- a. Bursting of water pipes;
- b. Breakage or operation of pressure relief devices; or
- c. Explosion of steam boilers or steam pipes.

5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.

6. Aircraft, including self-propelled missiles and spacecraft.

7. Vehicles.

But we do not insure any loss:

- a. Caused by vehicles owned or operated by any of you or any resident of the dwelling; or
- b. To fences, driveways and sidewalks caused by any vehicles.

8. Smoke or smudge.

But we do not insure loss caused by or consisting of:

- a. The gradual accumulation of any oily or greasy substance or film;
- b. Smoke from fireplaces or other auxiliary heating devices; or
- c. Smoke from agricultural or commercial operations.

When a premium for Vandalism or Malicious Mischief is shown on the Declarations Page, the following Insured Peril is also included:

- 9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**;
- c. Loss to glass or safety glazing material installed in or attached to the building other than glass building blocks; or
- d. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

## **SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.
2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade, or

**business** is convicted by a criminal court.

4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.
5. Loss caused by:
  - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
  - b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Loss caused by volcanic eruption.
7. Loss caused by:
  - a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
  - b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or
  - c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused

by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

8. Loss caused by power, heating or utility failure or interruption unless the failure or interruption results from direct physical damage to power or utility equipment on your **premises** caused by an Insured Peril.

This exclusion does not apply to ensuing loss caused by fire or explosion.

9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

## **SECTION I — Our Payment Methods**

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### **Coverage A — Dwelling**

#### **Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

#### **Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to your dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;

2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the dwelling will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

**Coverage B — Other Structures  
Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

**Payment Methods — Specific Losses**

**Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

**Glass Replacement**

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

## Deductible

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

## SECTION II — Your Liability Coverages

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### Coverage F — Personal Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Personal Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs during the Policy Period shown on the Declarations Page.

### Coverage G — Medical Payments To Others

We will pay for you, up to the Limit of Liability shown on the Declarations Page, the actual, reasonable and necessary **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments To Others applies only to accidents that occur during

the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only:

1. To a person on your **premises** with your permission.
2. To a person on or off your **premises** if the **bodily injury**:
  - a. Arises out of a condition in or on your **premises**;
  - b. Is caused by your activities;
  - c. Is caused by a **residence employee** in the course of duties for you; or
  - d. Is caused by an animal owned by you or in your care.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

## SECTION II — Your Additional Coverages

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### Claim Expenses

We will pay:

1. Expenses we incur and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts greater than the Limit of Liability for Personal Liability. We are not obligated to apply for or furnish any bonds;
3. Expenses you incur at our request, including up to \$250 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;

4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment that does not exceed the limit of our liability on that judgment.

### **First Aid Expenses**

We will pay your expenses for first aid to others at the scene of an accident. We will not pay for first aid to any of you.

### **Damage To Property Of Others**

We will pay, at replacement cost, up to \$500 per accident, for Damage To Property Of Others caused by you, provided that at the time of the accident the property was being used by any of you or was in your care.

## **SECTION II — Exclusions**

### **Coverage F — Personal Liability Coverage G — Medical Payments To Others**

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission that is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
  - a. Intended or expected the result of his or her act or omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;

- b. Was under the influence of alcohol or narcotics;
- c. Was insane; or
- d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of **business** pursuits of any of you.

This exclusion does not apply to the rental or holding for rental of any part of the dwelling to a tenant for residential purposes, provided that you continue to reside in the dwelling.

3. Arising out of the rendering or failing to render professional services.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants** at or from any property you own, rent, occupy, sell, abandon or give away.
5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:
  - a. Aircraft.

This exclusion does not apply to model or hobby air-

craft not used or designed to carry people or cargo.

- b. A land motor vehicle designed for use on public roads, entirely or partially owned or operated by or rented or loaned to any of you.

This exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration because it is:

- (1) Used exclusively on your **premises**; or
- (2) Kept in dead storage on your **premises**.

- c. A recreational land motor vehicle owned entirely or partially by any of you.

This exclusion does not apply:

- (1) To recreational land motor vehicles while on your **premises**;
- (2) To recreational land motor vehicles in dead storage; or
- (3) To a golf cart while used for golfing.

- d. Watercraft:

- (1) Owned entirely or partially by, or rented to, any of you if it has motor power, as rated by its manufacturer, of more than 50 total horsepower; or
- (2) Owned entirely or partially by, or rented to, any of you if it is a sail-

ing vessel 26 feet or more in length.

- e. Trailers.

This exclusion applies only to trailers being towed by or carried on a land motor vehicle.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by any of you.

- 7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.

- 8. Arising out of:

- a. The negligent supervision by any of you of any person;
- b. Any liability by statute imposed on any of you; or
- c. Any liability assumed through an unwritten or written agreement by any of you;

with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.

- 9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.
- 10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **resi-**

- dence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests.
11. Arising out of child care services provided for a fee by or at the direction of:
    - a. Any of you;
    - b. Any of your employees; or
    - c. Any other person actually or apparently acting on behalf of any of you.

This exclusion does not apply to the occasional child care services provided by any of you or to the part-time child care services provided by any of you younger than 19 years of age.

12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests.
13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, meth-amphetamines, marijuana and all narcotic drugs.
14. Arising out of nuclear reaction, radiation or radioactive contamination.

15. Sustained by any person who regularly resides in that part of the dwelling described on the Declarations Page that is used or occupied by you for residential purposes.
16. Resulting from an act committed by any of you in the course of or in furtherance of any crime or offense of a violent nature.
17. Arising out of any premises or dwelling owned by or leased to any of you that is not described in this policy.
18. Arising out of liability for your share of any loss for an assessment charged against all members of an association, corporation or community of tenants or property owners.

### Coverage F — Personal Liability

We will not pay for:

1. Liability assumed in an unwritten or written agreement in connection with a **business** of any of you.
2. Liability arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.
3. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
4. Damage to property rented to, occupied or used by any of you or in your care, except **property damage** caused by fire, smoke or explosion.
5. **Bodily injury** to any person eligible to receive any benefits required to be provided by you under any workers' compensa-

tion, non-occupational disability or occupational disease law.

6. **Bodily injury or property damage** to any of you as defined in this Policy.

### **Coverage G — Medical Payments To Others**

We will not pay for **bodily injury**:

1. To any of you or any person who regularly resides in any of the dwelling units which are in the dwelling.
2. To a **residence employee** if **bodily injury** occurs off your **premises** and does not arise out of, or in the course of, the employment by any of you.
3. To any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability or occupational disease law.

### **Damage To Property Of Others**

We will not pay for damage:

1. Otherwise insured in this policy.
2. Caused intentionally by any one of you who is 13 years old or older.
3. To property owned by any of you or any person who regularly resides in that part of the dwelling occupied by you.
4. Arising out of:
  - a. Any of your **business**; or
  - b. Any act or omission in connection with a premises owned, rented or controlled by any of you that is not described in this policy.

5. Arising out of the ownership, operation, maintenance or use of any:

- a. Aircraft;
- b. Land motor vehicle;
- c. Recreational land motor vehicle;
- d. Watercraft; or
- e. Trailer.

This exclusion does not apply to:

- (1) Golf carts while being used for golfing purposes; or
- (2) Equipment usual and incidental to the maintenance of your **premises**.

### **Policy Conditions**

1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:
  - a. The interest of the person or organization insured; or
  - b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Personal Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

2. **Joint Obligations.** The terms of this policy impose joint obliga-

tions on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.

3. **Concealment or Fraud.** The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:
  - a. Intentionally conceal or misrepresent any material fact or circumstance;
  - b. Engage in fraudulent conduct; or
  - c. Make false statements.
4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property.

You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

6. **Other Insurance.**

a. **SECTION I — Your Property Coverages**

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

b. **SECTION II — Your Liability Coverages**

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the limits that apply in this policy.

c. **SECTION I — Your Property Coverages**

**SECTION II — Your Liability Coverages**

If at the time of loss or accident, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount

recoverable under such other insurance.

7. **Our Right to Recover From Others.**

After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.**

You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.

9. **Mortgagee.**

An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has

no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
13. **Abandoned Property.** We are not obliged to accept abandoned property.
14. **No Benefit to Bailee.** This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.
15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not

warrant that the property is safe or healthful or in compliance with any law, rule, regulation, or building code.

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

Sample

Sample



# Foremost<sup>®</sup> Insurance Company

## Dwelling Fire One Policy Landlord



**FOREMOST<sup>®</sup>**  
INSURANCE COMPANY  
GRAND RAPIDS, MICHIGAN

A Stock Company

Home Office  
5600 Beech Tree Lane  
Caledonia, Michigan 49316  
1-800-527-3905

Form 11001 03/06

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Sample

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# DWELLING FIRE ONE POLICY LANDLORD

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

## **Insuring Agreement**

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With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, you, your, and yours also means any employees of the person, persons, or organization named on the Declarations Page for acts that occur on the **premises** and are within the course of their employment.

## **Definitions**

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**Actual cash value** means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

**Earth movement** means all of the following items, whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

**Family member** means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

**Medical expenses** means reasonable charges for:

1. Medical:

2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in

connection with the **business** of any of you.

## **SECTION I — Your Property Coverages**

---

### **Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage B — Other Structures**

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or

repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage C — Personal Property**

We insure:

1. Furnishings and appliances;
2. Machinery, tools, and equipment; and
3. Leased personal property for which you have a contractual liability for loss.

But we insure this property only if it is:

1. Necessary for the residential occupancy of the dwelling described on the Declarations Page;
2. In or on the dwelling described on the Declarations Page;
3. In the open within 100 feet of the dwelling described on the Declarations Page; or
4. In or on any other structures described on the Declarations Page.

We do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors;
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors;
3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

4. Property separately described and specifically insured in this or any other insurance policy;
5. Camper bodies or trailers;
6. Property held as a sample or for sale or delivery after sale; or
7. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage D — Loss Of Rents**

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of normal rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make the dwelling habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

### Your Additional Coverages

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your **premises** because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 30 days while the property is removed from your **premises**.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

## **SECTION I — Insured Perils**

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We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling, Coverage B — Other Structures and Coverage C — Personal Property. The loss must occur during the policy period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to:

- a. The inside of the dwelling or other structures or to the property that is in it caused by rain, hail, snow, sand, sleet, wind-driven water or dust unless the dwelling or other structures are first damaged by the direct force of wind or hail, creating an opening through which the rain, hail, snow, sand, sleet, wind-driven water or dust enters.
- b. Signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.

But we do not insure loss caused by:

- a. Bursting of water pipes;
  - b. Breakage or operation of pressure relief devices; or
  - c. Explosion of steam boilers or steam pipes.
5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
  6. Aircraft, including self-propelled missiles and spacecraft.
  7. Vehicles.

But we do not insure any loss:

- a. Caused by vehicles owned or operated by any of you or any resident of the dwelling; or
  - b. To fences, driveways and sidewalks caused by any vehicles.
8. Smoke or smudge.

But we do not insure loss caused by or consisting of:

- a. The gradual accumulation of any oily or greasy substance or film;
- b. Smoke from fireplaces or other auxiliary heating devices; or
- c. Smoke from agricultural or commercial operations.

When a premium for Vandalism or Malicious Mischief is shown on the Declarations Page, the following Insured Peril is also included.

9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction

of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**;
- c. Loss to glass or safety glazing material installed in or attached to the building other than glass building blocks; or
- d. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

## **SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:

- a. Construction;
- b. Confiscation;
- c. Repair;
- d. Demolition;
- e. Sale;
- f. Occupancy;
- g. Seizure;
- h. Renovation; or
- i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade or **business** is convicted in criminal court.
4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.
5. Loss caused by:
  - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
  - b. Loss, cost or expense from any governmental direction or request that any of you

test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

6. Loss caused by volcanic eruption.
7. Loss caused by:
  - a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
  - b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or
  - c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

8. Loss caused by power, heating or utility failure or interruption unless the failure or interruption results from direct physical damage to power or utility equipment on your **premises** caused by an Insured Peril.

This exclusion does not apply to ensuing loss caused by fire or explosion.

9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

## **SECTION I — Our Payment Methods**

---

### **Coverage A — Dwelling**

#### **Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

#### **Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the dwelling will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### **Coverage B — Other Structures Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the

amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### **Payment Methods — Specific Losses**

#### **Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

#### **Glass Replacement**

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

#### **Deductible**

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

## **SECTION II — Your Liability Coverages**

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### **Coverage F — Premises Liability**

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises**, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** and during the Policy Period shown on the Declarations Page.

### **Coverage G — Medical Payments To Others**

We will pay for you up to the Limit of Liability shown on the Declarations Page, the actual, necessary and reasonable **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments to Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only to a person on your **premises** with your permission.

But Medical Payments To Others does not apply to:

1. Any tenant residing on your **premises**; or
2. Any other person regularly residing on your **premises**.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

## **SECTION II — Your Additional Coverages**

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### **Claim Expenses**

We will pay:

1. Expenses incurred by us and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Premises Liability;

We are not obligated to apply for or furnish any bonds;

3. Expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

### **First Aid Expenses**

We will pay your expenses for first aid to others at the scene of an accident which occurs on your **premises**. We will not pay for first aid to any of you.

## **SECTION II — Exclusions**

### **Coverage F — Premises Liability Coverage G — Medical Payments To Others**

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
  - a. Intended or expected the result of his or her omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
  - b. Was under the influence of alcohol or narcotics;
  - c. Was insane; or
  - d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

But this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of **business** pursuits of any of you.
3. Arising out of the rendering or failing to render professional services.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.

5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:
  - a. An aircraft;
  - b. A land motor vehicle;
  - c. A recreational land motor vehicle;
  - d. A watercraft; or
  - e. Trailers.

But this exclusion does not apply to **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of motor vehicles or conveyances that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.
8. Arising out of:
  - a. The negligent supervision by any of you of any person;
  - b. Any liability by statute imposed on any of you; or
  - c. Any liability assumed through an unwritten or written agreement by any of you;with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle,

recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.

9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.
10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, any tenant, any other residents of your tenant's dwelling unit, or guests.
11. Arising out of child care services provided by a fee by or at the direction of:
  - a. Any of you;
  - b. Any of your employees; or
  - c. Any other person actually or apparently acting on behalf of any of you.
12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, any tenant, any other residents of your tenant's dwelling unit, or guests.
13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, meth-

amphetamines, marijuana and all narcotic drugs.

14. Arising out of nuclear reaction, radiation or radioactive contamination.
15. Arising out of the selling, serving or giving of an alcoholic beverage by any of you:
  - a. To a minor;
  - b. To a person under the influence of alcohol; or
  - c. Which causes or contributes to the intoxication of any person.
16. To any of you.
17. To an employee of any of you arising out of and in the course of employment by any of you or consequential injuries to a spouse, child, parent, brother or sister of the injured employee.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and
  - b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
18. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

These exclusions apply also to **bodily injury** or **property damage** arising out of the activities of any persons or organizations you hired to manage or maintain your **premises**.

## Coverage F — Premises Liability

We will not pay for **bodily injury** or **property damage** for:

1. Liability assumed in any contract or agreement.
2. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
3. Damage to property rented to, occupied or used by any of you in your care, except **property damage** caused by fire, smoke or explosion.
4. Any claim or legal action asserted against any of you by any tenant or tenant association, corporation or community regarding the manner in which your **premises** is managed or operated.

## Policy Conditions

1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:
  - a. The interest of the person or organization insured; or
  - b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Premises Liability coverage will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this

policy does not increase the Amounts of Insurance.

2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.
3. **Concealment or Fraud.** The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:
  - a. Intentionally conceal or misrepresent any material fact or circumstance;
  - b. Engage in fraudulent conduct; or
  - c. Make false statements.
4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a

court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

## 6. **Other Insurance.**

- a. **SECTION I — Your Property Coverages**

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

- b. **SECTION II — Your Liability Coverages**

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the limits that apply in this policy.

- c. **SECTION I - Your Property Coverages**

**SECTION II - Your Liability Coverages**

If at the time of loss or accident, there is other insurance in the name of a corporation

or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

7. **Our Right to Recover From Others.** After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.
8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.
9. **Mortgagee.** An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you,

neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
13. **Abandoned Property.** We are not obliged to accept abandoned property.
14. **No Benefit to Bailee.** This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation or building code.

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

Sample

Sample

# Foremost<sup>®</sup> Insurance Company

## Dwelling Fire Three Policy Owner Occupied



**FOREMOST<sup>®</sup>**  
INSURANCE COMPANY  
GRAND RAPIDS, MICHIGAN

A Stock Company

Home Office  
5600 Beech Tree Lane  
Caledonia, Michigan 49316  
1-800-527-3905

Form 11002 03/06

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# DWELLING FIRE THREE POLICY OWNER OCCUPIED

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

## **Insuring Agreement**

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With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, with respect to animals or watercraft to which this policy applies, you also means any person or organization legally responsible for these animals or watercraft that are owned by any of you. But you 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 owners.

In SECTION II — Your Liability Coverages, you also means persons employed by any of you and other persons while they are using a vehicle, to which this policy applies, on your **premises** and with the consent of any of you.

## **Definitions**

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**Actual cash value** means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean:

1. The rental, or holding for rental, of part of your **premises** for use as a dwelling, unless the rental is to three or more roomers or boarders;
2. The rental, or holding for rental, of part of your **premises** as a private garage.
3. Incidental farming operations conducted on your **premises** unless the gross income from these operations is more than \$5,000 a year.

**Earth movement** means all of the following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

**Family member** means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

**Medical expenses** means reasonable charges for:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

For purposes of SECTION II — Your Liability Coverages, **premises** also means:

1. Vacant land, other than farm land, owned by or rented to any of you.
2. Land on which a one-family or two-family dwelling is being built for your personal use.
3. Premises not owned by you but in which you live temporarily.
4. Your cemetery plots and burial vaults.
5. Any part of a premises occasionally rented to you for other than **business** use.

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

**Replacement cost** means:

Coverage A - Dwelling

Coverage B - Other Structures

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality using conventional materials and construction methods which are available at the time of the loss.

But **replacement cost** does not mean loss, damage or increased loss caused by enforcement of any governmental

requirement regulating construction, repair, occupancy, renovation or remodeling.

#### Coverage C - Personal Property

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality.

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

## **SECTION I — Your Property Coverages**

### **Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or

3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage B — Other Structures**

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage C — Personal Property**

We insure personal property owned or used by any of you while it is on your **premises**. We insure personal property owned or used by any of you while away from your **premises** for up to 10% of the Personal Property Amount of Insurance shown on the Declarations Page for Coverage C. Such insurance does not increase the Personal Property Amount of Insurance.

If you request it, we will insure personal property owned by a guest while the property is on the part of your **premises** occupied by any of you.

But we do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors. But we do insure model or hobby aircraft not used or designed to carry people or cargo.
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors.
3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are:

- a. Not subject to motor vehicle registration and that are used solely for maintenance of your **premises**; or
  - b. Designed for assisting the handicapped.
4. Property separately described and specifically insured in this or any other insurance policy.
  5. Camper bodies or trailers.
  6. Property held as a sample or for sale or delivery after sale.
  7. Data stored on any media including data stored in:
    - a. Paper records; or
    - b. Electronic data processing tapes, discs or other software media; or

c. Computer related equipment.

We do insure the cost of pre-recorded computer programs available on the retail market.

8. Grave markers.
9. **Business** property owned by or in the possession of any of you or your **residence employee**.
10. Accounts, bills, bullion, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps.
11. Coins, currency, bank notes and money whether in the form of cash, scrip, or any electronic equivalent.
12. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds.
13. Materials and supplies for use in the construction or repair of the dwelling or other structures.
14. Animals including birds or fish.
15. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

#### **Coverage D — Loss Of Rents**

If an insured loss occurs at that part of your **premises** that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from that insured loss while the rented part of the dwelling is not fit to live in or use, less

charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make that part of your **premises** that you rent to others or that you hold for rent habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

### **Coverage E — Additional Living Expenses**

If an insured loss makes your **premises** not fit to live in, we will pay the actual, reasonable and necessary increase in your living expense to maintain your normal standard of living while you live elsewhere. We will pay for the shortest time needed:

1. To repair or replace the damaged property; or
2. For you to permanently relocate.

The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage E.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay reasonable additional living expenses

for up to two weeks should civil authorities prohibit occupancy of your **premises**.

This period of time will not be shortened by the expiration of this policy.

We will not pay for expense due to the cancellation of a lease or agreement.

No deductible will apply to this coverage.

### **Your Additional Coverages**

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property, other than trees, from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your **premises** because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 30 days while the property is removed from your **premises**.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

5. **Trees, Shrubs, Plants and Lawns.** We will pay up to 5% of the Amount of Insurance shown for Coverage A — Dwelling for loss to trees, shrubs, plants and lawns on your **premises**. We will not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.

Coverage applies to loss caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned

or operated by any resident of your **premises**, vandalism or malicious mischief or burglars.

But we do not insure trees, plants, shrubs or portions of lawn:

- a. Grown for **business** purposes; or
- b. Located more than 150 feet from the dwelling described on the Declarations Page.

No deductible will apply to this coverage.

## **SECTION I — Insured Perils**

---

We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling and Coverage B — Other Structures unless the loss is excluded elsewhere in this policy. The loss must occur during the Policy Period shown on the Declarations Page.

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C — Personal Property. The loss must occur during the Policy Period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.

5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
6. Aircraft, including self-propelled missiles and spacecraft.
7. Vehicles.
8. Smoke or smudge.

But we do not insure loss caused by or consisting of:

- a. The gradual accumulation of any oily or greasy substance or film; or
  - b. Smoke from agricultural or commercial operations.
9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**; or
- c. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

10. Loss caused by burglars.

But we do not insure:

- a. Theft of property; or
- b. Loss caused by burglars to property on your **premises** if the dwelling has been vacant for more than 30 consecutive days immediately before the loss occurs. A dwelling or other structure being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

11. Falling Objects.

But we do not insure loss to:

- a. Property within the dwelling or other structure unless the falling object first damages the exterior of the dwelling or other structures;
  - b. Outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors; or
  - c. The falling object.
12. Weight of ice, snow or sleet which causes a loss to property contained in the dwelling and any other structure that is described on the Declarations Page.
  13. Tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning

system, automatic fire protective sprinkler system, or appliance for heating water.

But we do not insure loss which is caused by or results from freezing except as provided in the peril of freezing.

14. Freezing of plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances, but only if you have used reasonable care to:
  - a. Maintain heat in the dwelling or other structure; or
  - b. Shut off the water supply and drain the systems and appliances of water.
15. Discharge, release or overflow of water or steam from plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances.

But we do not insure loss:

- a. To the appliances or systems;
- b. Caused by accidental discharge or overflow which occurs off your **premises**; or
- c. Caused by or resulting from freezing except as provided in the peril of freezing.

For purposes of this peril, plumbing systems do not include sumps or sump pumps and related equipment and piping.

16. Power surge from artificially generated electrical current.

We do not insure loss to a tube, transistor or similar electronic parts of computers, appliances and home entertainment units.

## **SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.
2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade or **business** is convicted by a criminal court.
4. Loss caused by war (whether declared or undeclared), includ-

ing civil war, insurrection, rebellion or revolution.

5. Loss caused by:
  - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
  - b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Loss caused by volcanic eruption.
7. Loss caused by:
  - a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
  - b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or
  - c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

8. Loss caused by freezing, thawing, pressure or weight of water or ice or snow, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.
9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.
10. Loss caused by vandalism, burglary, malicious mischief, theft or any other unlawful taking of property:
  - a. By any tenant or any roomers and boarders of your **premises**; or
  - b. If the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.

This exclusion does not apply to ensuing loss caused by fire or explosion.

11. Loss caused by breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.
12. Loss caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment

when any of these types of property are located outdoors.

13. Loss caused by:
- a. Freezing of plumbing, heating or air conditioning systems, fire protective sprinkler systems or domestic appliances;
  - b. Freezing of sumps or sump pumps and related equipment and piping; or
  - c. Discharge, leakage or overflow from the systems or appliances damaged by freezing.

This exclusion does not apply if you have taken reasonable care to:

- a. Maintain heat in the dwelling or other structure; or
- b. Shut off the water supply and drain the systems and appliances of water.

14. Loss caused by theft of materials and supplies for use in the construction, alteration or repair of the dwelling or other structures.

15. Loss caused by **earth movement**.  
This exclusion does not apply to ensuing loss caused by fire or explosion.

16. Loss caused by nuclear reaction, radiation or radioactive contamination.

This exclusion does not apply to ensuing loss caused by fire or explosion.

17. Loss caused by:
- a. The conduct, act, failure to act or decision of any person, group, organization or governmental body whether

intentional, wrongful, negligent or without fault.

- b. A defect, weakness, inadequacy, fault or unsoundness in:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, construction, grading, compaction during construction;
  - (3) Materials used in construction or repair; or
  - (4) Maintenance;

of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your **premises**.

- c. Weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.

This exclusion applies only if there is another cause of loss that is excluded by this policy.

This exclusion does not apply to ensuing loss caused by fire or explosion.

18. Loss caused by:
- a. Wear and tear, marring or scratching, deterioration, rust or other corrosion;
  - b. Inherent vice, latent defect, mechanical breakdown;
  - c. Mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind;
  - d. Smog, smoke from agricultural smudging or industrial operations;

- e. Settling, cracking, shrinkage, bulging or expansion, including resulting cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- f. Birds, vermin, rodents, insects or domestic animals.

This exclusion does not apply to:

- a. Ensuing loss caused by fire or explosion;
- b. Water damage caused by water that suddenly escapes from a plumbing, heating, fire protection sprinkler or air conditioning system or appliance because of any of the above; or
- c. The cost of tearing out and replacing any part of the dwelling or other structure necessary to repair the system or appliance.

But we do not insure loss to the system or appliance from which the water escaped.

- 19. Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, fire protective sprinkler or air conditioning system or from within an appliance which occurs over a period of weeks, months, or years.

This exclusion does not apply to ensuing loss caused by fire or explosion.

## **SECTION I — Our Payment Methods**

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### **Coverage A — Dwelling**

#### **Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

#### **Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Decla-

rations Page upon completion of the repairs or replacements.

### **Coverage B — Other Structures Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss; or
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss; or
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### **Payment Methods — Specific Losses**

#### **Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

#### **Glass Replacement**

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

#### **Deductible**

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

## **SECTION II — Your Liability Coverages**

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### **Coverage F — Personal Liability**

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Personal Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs during the Policy Period shown on the Declarations Page.

### Coverage G — Medical Payments To Others

We will pay for you, up to the Limit of Liability shown on the Declarations Page, the actual, reasonable and necessary **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments To Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only:

1. To a person on your **premises** with your permission.
2. To a person on or off your **premises** if the **bodily injury**:
  - a. Arises out of a condition in or on your **premises**;
  - b. Is caused by your activities;
  - c. Is caused by a **residence employee** in the course of duties for you; or

- d. Is caused by an animal owned by you or in your care.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

## SECTION II — Your Additional Coverages

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### Claim Expenses

We will pay:

1. Expenses we incur and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts greater than the Limit of Liability for Personal Liability. We are not obligated to apply for or furnish any bonds;
3. Expenses you incur at our request, including up to \$250 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment that does not exceed the limit of our liability on that judgment.

### First Aid Expenses

We will pay your expenses for first aid to others at the scene of an accident. We will not pay for first aid to any of you.

### Damage To Property Of Others

We will pay, at replacement cost, up to \$500 per accident, for Damage To Prop-

erty Of Others caused by you, provided that at the time of the accident the property was being used by any of you or was in your care.

## **SECTION II — Exclusions**

### **Coverage F — Personal Liability Coverage G — Medical Payments To Others**

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission that is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
  - a. Intended or expected the result of his or her act or omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
  - b. Was under the influence of alcohol or narcotics;
  - c. Was insane; or
  - d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of the **business** pursuits of any of you.

This exclusion does not apply to the rental or holding for rental of any part of the dwelling to a

tenant for residential purposes, provided that you continue to reside in the dwelling.

3. Arising out of the rendering or failing to render professional services.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants** at or from any property you own, rent, occupy, sell, abandon or give away.
5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:

- a. Aircraft.

This exclusion does not apply to model or hobby aircraft not used or designed to carry people or cargo.

- b. A land motor vehicle designed for use on public roads, entirely or partially owned or operated by or rented or loaned to any of you.

This exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration because it is:

- (1) Used exclusively on your **premises**; or
- (2) Kept in dead storage on your **premises**.

- c. A recreational land motor vehicle owned entirely or partially by any of you.

This exclusion does not apply:

- (1) To recreational land motor vehicles while on your **premises**;
- (2) To recreational land motor vehicles in dead storage; or
- (3) To a golf cart while used for golfing.

- d. Watercraft:

- (1) Owned entirely or partially by, or rented to, any of you if it has motor power, as rated by its manufacturer, of more than 50 total horsepower; or
- (2) Owned entirely or partially by, or rented to, any of you if it is a sailing vessel 26 feet or more in length.

- e. Trailers.

This exclusion applies only to trailers being towed by or carried on a land motor vehicle.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by any of you.

- 7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.

- 8. Arising out of:

- a. The negligent supervision by any of you of any person;
- b. Any liability by statute imposed on any of you; or
- c. Any liability assumed through an unwritten or written agreement by any of you;

with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.

- 9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.

- 10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests.

- 11. Arising out of child care services provided for a fee by or at the direction of:

- a. Any of you;
- b. Any of your employees; or
- c. Any other person actually or apparently acting on behalf of any of you.

This exclusion does not apply to the occasional child care services provided by any of you or to the part-time child care services provided by any of you younger than 19 years of age.

- 12. Arising out of any sexual act, sexual molestation, corporal punish-

ment, or physical or mental abuse by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests.

13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, meth-amphetamines, marijuana and all narcotic drugs.
14. Arising out of nuclear reaction, radiation or radioactive contamination.
15. Sustained by any person who regularly resides in that part of the dwelling described on the Declarations Page that is used or occupied by you for residential purposes.
16. Resulting from an act committed by any of you in the course of or in furtherance of any crime or offense of a violent nature.
17. Arising out of any premises or dwelling owned by or leased to any of you that is not described in this policy.
18. Arising out of liability for your share of any loss for an assessment charged against all members of an association, corporation or community of tenants or property owners.

## Coverage F — Personal Liability

We will not pay for:

1. Liability assumed in an unwritten or written agreement in connection with a **business** of any of you.
2. Liability arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.
3. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
4. Damage to property rented to, occupied or used by any of you or in your care, except **property damage** caused by fire, smoke or explosion.
5. **Bodily injury** to any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability or occupational disease law.
6. **Bodily injury** or **property damage** to any of you as defined in this Policy.

## Coverage G — Medical Payments To Others

We will not pay for **bodily injury**:

1. To any of you or any person who regularly resides in any of the dwelling units which are in the dwelling.
2. To a **residence employee** if **bodily injury** occurs off your **premises** and does not arise out of, or in the course of, the employment by any of you.
3. To any person eligible to receive any benefits required to be provided by you under any workers'

compensation, non-occupational disability or occupational disease law.

### **Damage To Property Of Others**

We will not pay for damage:

1. Otherwise insured in this policy.
2. Caused intentionally by any one of you who is 13 years old or older.
3. To property owned by any of you or any person who regularly resides in that part of the dwelling occupied by you.
4. Arising out of:
  - a. Any of your **business**; or
  - b. Any act or omission in connection with a premises owned, rented or controlled by any of you that is not described in this policy.
5. Arising out of the ownership, operation, maintenance or use of any:
  - a. Aircraft;
  - b. Land motor vehicle;
  - c. Recreational land motor vehicle;
  - d. Watercraft; or
  - e. Trailer.

This exclusion does not apply to:

- (1) Golf carts while being used for golfing purposes; or
- (2) Equipment usual and incidental to the maintenance of your **premises**.

### **Policy Conditions**

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1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of

persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Personal Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.
3. **Concealment or Fraud.** The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:
  - a. Intentionally conceal or misrepresent any material fact or circumstance;
  - b. Engage in fraudulent conduct; or
  - c. Make false statements.
4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an

acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

6. **Other Insurance.**
  - a. SECTION I — Your Property Coverages

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

b. SECTION II — Your Liability Coverages

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the limits that apply in this policy.

c. SECTION I — Your Property Coverages

SECTION II — Your Liability Coverages

If at the time of loss or accident, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

7. **Our Right to Recover From Others.** After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.
8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought

within one year after the loss occurs.

9. **Mortgagee.** An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
13. **Abandoned Property.** We are not obliged to accept abandoned property.
14. **No Benefit to Bailee.** This insurance will not benefit any person or

organization who may be caring for or handling your property for a fee.

15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation or building code.

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.

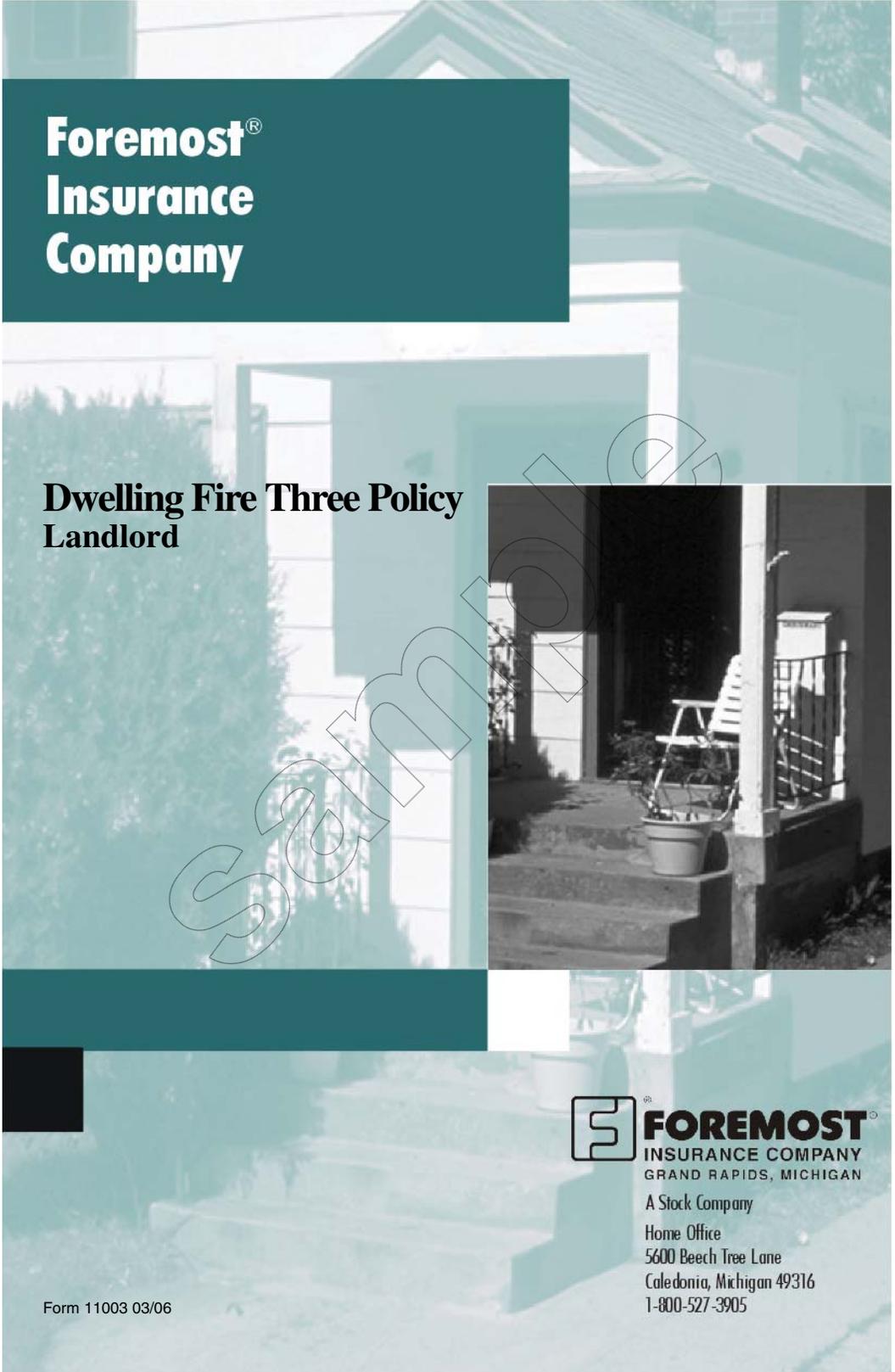


President



Secretary

Sample



# Foremost<sup>®</sup> Insurance Company

## Dwelling Fire Three Policy Landlord



**FOREMOST<sup>®</sup>**  
INSURANCE COMPANY  
GRAND RAPIDS, MICHIGAN

A Stock Company

Home Office  
5600 Beech Tree Lane  
Caledonia, Michigan 49316  
1-800-527-3905

Form 11003 03/06

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# DWELLING FIRE THREE POLICY LANDLORD

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Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

## **Insuring Agreement**

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With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, you, your, and yours also means any employees of the person, persons or organization named on the Declarations Page for acts that occur on the **premises** and are within the course of their employment.

## **Definitions**

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**Actual cash value** means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

**Earth movement** means all of the following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

**Family member** means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

**Medical expenses** means reasonable charges for:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

**Replacement cost** means:

- Coverage A - Dwelling
- Coverage B - Other Structures

The cost to repair or replace property, without deduction for depreciation,

with new property of like kind and quality using conventional materials and construction methods which are available at the time of the loss.

But **replacement cost** does not mean loss, damage or increased loss caused by enforcement of any governmental requirement regulating construction, repair, occupancy, renovation or remodeling.

Coverage C - Personal Property

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality.

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

## **SECTION I — Your Property Coverages**

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### **Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
  2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
  3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.
2. Machinery, tools, and equipment; and
  3. Leased personal property for which you have a contractual liability for loss.

But we insure this property only if it is:

1. Necessary for the residential occupancy of the dwelling described on the Declarations Page;
2. In or on the dwelling described on the Declarations Page;
3. In the open within 100 feet of the dwelling described on the Declarations Page; or
4. In or on any other structures described on the Declarations Page.

### Coverage B — Other Structures

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

We do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors;
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors;
3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

### Coverage C — Personal Property

We insure:

1. Furnishings and appliances;

4. Property separately described and specifically insured in this or any other insurance policy;
5. Camper bodies or trailers;

6. Property held as a sample or for sale or delivery after sale; or
7. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### Coverage D — Loss Of Rents

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of normal rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make the dwelling habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

### Your Additional Coverages

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property, other than trees, from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your **premises** because it is in danger of loss by an Insured Peril. We provide this coverage for no more

than 30 days while the property is removed from your **premises**.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

5. **Trees, Shrubs, Plants and Lawns**. We will pay up to 5% of the Amount of Insurance shown for Coverage A — Dwelling for loss to trees, shrubs, plants and lawns on your **premises**. We will not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.

Coverage applies to loss caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by any resident of your **premises**, vandalism or malicious mischief or burglars.

But we do not insure trees, plants, shrubs or portions of lawn:

- a. Grown for **business** purposes; or
- b. Located more than 150 feet from the dwelling described on the Declarations Page.

No deductible will apply to this coverage.

## **SECTION I — Insured Perils**

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We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling and Coverage B — Other Structures unless the loss is excluded elsewhere in this policy. The loss must occur during the Policy Period shown on the Declarations Page.

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C — Personal Property. The loss must occur during the Policy Period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.
5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
6. Aircraft, including self-propelled missiles and spacecraft.
7. Vehicles.
8. Smoke or smudge.

But we do not insure loss caused by or consisting of:

- a. The gradual accumulation of any oily or greasy substance or film; or
  - b. Smoke from agricultural or commercial operations.
9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**; or
- c. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

10. Loss caused by burglars.

But we do not insure:

- a. Theft of property; or
- b. Loss caused by burglars to property on your **premises** if the dwelling has been vacant for more than 30 consecutive

days immediately before the loss occurs. A dwelling or other structure being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

11. Falling Objects.

But we do not insure loss to:

- a. Property within the dwelling or other structure unless the falling object first damages the exterior of the dwelling or other structures;
- b. Outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors; or
- c. The falling object.

12. Weight of ice, snow or sleet which causes a loss to property contained in the dwelling and any other structure described on the Declarations Page.

13. Tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, or appliance for heating water.

But we do not insure loss which is caused by or results from freezing except as provided in the peril of freezing.

14. Freezing of plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances,

but only if you have used reasonable care to:

- a. Maintain heat in the dwelling or other structure; or
  - b. Shut off the water supply and drain the systems and appliances of water.
15. Discharge, release or overflow of water or steam from plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances.

But we do not insure loss:

- a. To the appliances or systems;
- b. Caused by accidental discharge or overflow which occurs off your **premises**; or
- c. Caused by or resulting from freezing except as provided in the peril of freezing.

For purposes of this peril, plumbing systems do not include sumps or sump pumps and related equipment and piping.

16. Power surge from artificially generated electrical current.

We do not insure loss to a tube, transistor or similar electronic parts of computers, appliances and home entertainment units.

## **SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by

any of you or performed at any of your direction.

2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade, or **business** is convicted by a criminal court.
4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.
5. Loss caused by:
  - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
  - b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up,

remove, contain, treat, detoxify or neutralize **pollutants**.

6. Loss caused by volcanic eruption.

7. Loss caused by:

- a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
- b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or
- c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

8. Loss caused by freezing, thawing, pressure or weight of water or ice or snow, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.

9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

10. Loss caused by vandalism, burglary, malicious mischief, theft or any other unlawful taking of property:

- a. By any tenant or any roomers and boarders of your **premises**; or
- b. If the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.

This exclusion does not apply to ensuing loss caused by fire or explosion.

11. Loss caused by breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.

12. Loss caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

13. Loss caused by:

- a. Freezing of plumbing, heating or air conditioning systems, fire protective sprinkler systems or domestic appliances; or
- b. Freezing of sumps or sump pumps and related equipment and piping; or

- c. Discharge, leakage or overflow from the systems or appliances caused by freezing.

This exclusion does not apply if you have taken reasonable care to:

- a. Maintain heat in the dwelling or other structure; or
- b. Shut off the water supply and drain the systems and appliances of water.

- 14. Loss caused by theft of materials and supplies for use in the construction, alteration or repair of the dwelling or other structures.

- 15. Loss caused by **earth movement**.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 16. Loss caused by nuclear reaction, radiation or radioactive contamination.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 17. Loss caused by:

- a. The conduct, act, failure to act or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.
- b. A defect, weakness, inadequacy, fault or unsoundness in:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, construction, grading, compaction during construction;

- (3) Materials used in construction or repair; or

- (4) Maintenance;

of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your **premises**.

- c. Weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.

This exclusion applies only if there is another cause of loss that is excluded by this policy.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 18. Loss caused by:

- a. Wear and tear, marring or scratching, deterioration, rust or other corrosion;
- b. Inherent vice, latent defect, mechanical breakdown;
- c. Mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind;
- d. Smog, smoke from agricultural smudging or industrial operations;
- e. Settling, cracking, shrinkage, bulging or expansion, including resulting cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- f. Birds, vermin, rodents, insects or domestic animals.

This exclusion does not apply to:

- a. En ensuing loss caused by fire or explosion;

- b. Water damage caused by water that suddenly escapes from a plumbing, heating, fire protection sprinkler or air conditioning system or appliance because of any of the above; or
- c. The cost of tearing out and replacing any part of the dwelling or other structure necessary to repair the system or appliance.

But we do not insure loss to the system or appliance from which the water escaped.

- 19. Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, fire protective sprinkler or air conditioning system or from within an appliance which occurs over a period of weeks, months, or years.

This exclusion does not apply to ensuing loss caused by fire or explosion.

immediately before the loss and its **actual cash value** immediately after the loss;

- 2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
- 3. The amount required to repair or replace the dwelling.
- 4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

## **SECTION I — Our Payment Methods**

### **Coverage A — Dwelling**

#### **Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

#### **Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

- 1. The difference between the **actual cash value** of the dwelling

### **Coverage B — Other Structures Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

- 1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
- 2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;

3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### Payment Methods — Specific Losses

#### Pairs and Sets

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

### Glass Replacement

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

### Deductible

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

## SECTION II — Your Liability Coverages

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### Coverage F — Premises Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises**, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** and during the Policy Period shown on the Declarations Page.

### Coverage G — Medical Payments To Others

We will pay for you up to the Limit of Liability shown on the Declarations Page, the actual, necessary and reasonable

**medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments To Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only to a person on your **premises** with your permission.

But Medical Payments To Others does not apply to:

1. Any tenant residing on your **premises**; or
2. Any other person regularly residing on your **premises**.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

## **SECTION II — Your Additional Coverages**

### **Claim Expenses**

We will pay:

1. Expenses incurred by us and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Premises Liability.

We are not obligated to apply for or furnish any bonds;

3. Expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;

4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

### **First Aid Expenses**

We will pay your expenses for first aid to others at the scene of an accident which occurs on your **premises**. We will not pay for first aid to any of you.

## **SECTION II — Exclusions**

### **Coverage F — Premises Liability Coverage G — Medical Payments To Others**

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
  - a. Intended or expected the result of his or her omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
  - b. Was under the influence of alcohol or narcotics;
  - c. Was insane; or
  - d. Is deemed not to have had the mental capacity to form the legal intent to commit the

act or omission causing injury or damage.

But this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of **business** pursuits of any of you.
3. Arising out of the rendering or failing to render professional services.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.
5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:
  - a. An aircraft;
  - b. A land motor vehicle;
  - c. A recreational land motor vehicle;
  - d. A watercraft; or
  - e. Trailers.

But this exclusion does not apply to **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of motor vehicles or conveyances that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, rec-

reational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.

8. Arising out of:
  - a. The negligent supervision by any of you of any person;
  - b. Any liability by statute imposed on any of you; or
  - c. Any liability assumed through an unwritten or written agreement by any of you; with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.
9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.
10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, any tenant, any other resident of your tenant's dwelling unit, or guests.
11. Arising out of child care services provided by a fee by or at the direction of:
  - a. Any of you;
  - b. Any of your employees; or
  - c. Any other person actually or apparently acting on behalf of any of you.
12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, any tenant, any other

resident of your tenant's dwelling unit, or guests.

13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, meth-amphetamines, marijuana and all narcotic drugs.
14. Arising out of nuclear reaction, radiation or radioactive contamination.
15. Arising out of the selling, serving or giving of an alcoholic beverage by any of you:
  - a. To a minor;
  - b. To a person under the influence of alcohol; or
  - c. Which causes or contributes to the intoxication of any person.
16. To any of you.
17. To an employee of any of you arising out of and in the course of employment by any of you or consequential injuries to a spouse, child, parent, brother or sister of the injured employee.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay some-

one else who must pay damages because of the injury.

18. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

These exclusions apply also to **bodily injury** or **property damage** arising out of the activities of any persons or organizations you hired to manage or maintain your **premises**.

### Coverage F - Premises Liability

We will not pay for **bodily injury** or **property damage** for:

1. Liability assumed in any contract or agreement.
2. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
3. Damage to property rented to, occupied or used by any of you in your care, except **property damage** caused by fire, smoke or explosion.
4. Any claim or legal action asserted against any of you by any tenant or tenant association, corporation or community regarding the manner in which your **premises** is managed or operated.

### Policy Conditions

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1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Premises Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

- 2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.
- 3. **Concealment or Fraud.** The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:
  - a. Intentionally conceal or misrepresent any material fact or circumstance;
  - b. Engage in fraudulent conduct; or
  - c. Make false statements;
- 4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.  
  
In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the

loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

- 5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the

right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

6. **Other Insurance.**

a. **SECTION I — Your Property Coverages**

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

b. **SECTION II — Your Liability Coverages**

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the

limits that apply in this policy.

c. **SECTION I — Your Property Coverages**

**SECTION II — Your Liability Coverages**

If at the time of loss or accident, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

7. **Our Right to Recover From Others.**

After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.**

You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.

9. **Mortgagee.** An insured loss will be payable to the mortgagee(s)

named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in con-

flict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
13. **Abandoned Property.** We are not obliged to accept abandoned property.
14. **No Benefit to Bailee.** This insurance will not benefit any person or

organization who may be caring for or handling your property for a fee.

15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation, or building code.
16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

Sample

Sample

# Foremost<sup>®</sup> Insurance Company

## Dwelling Fire One Policy Vacant or Unoccupied



**FOREMOST<sup>®</sup>**  
INSURANCE COMPANY  
GRAND RAPIDS, MICHIGAN

A Stock Company

Home Office  
5600 Beech Tree Lane  
Caledonia, Michigan 49316  
1-800-527-3905

Form 11004 03/06

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Sample

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# DWELLING FIRE ONE POLICY VACANT OR UNOCCUPIED

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

## **Insuring Agreement**

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With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, you, your, and yours also means any employees of the person, persons or organization named on the Declarations Page for acts that occur on the **premises** and are within the course of their employment.

## **Definitions**

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**Actual cash value** means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

**Earth movement** means all of the following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

**Family member** means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

**Medical expenses** means reasonable charges for:

1. Medical:

2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in

connection with the **business** of any of you.

## **SECTION I — Your Property Coverages**

---

### **Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### **Coverage B — Other Structures**

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or

repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### Coverage C — Personal Property

We insure:

1. Furnishings and appliances;
2. Machinery, tools, and equipment; and
3. Leased personal property for which you have a contractual liability for loss.

But we insure this property only if it is:

1. Necessary for the residential occupancy of the dwelling described on the Declarations Page;
2. In or on the dwelling described on the Declarations Page;
3. In the open within 100 feet of the dwelling described on the Declarations Page; or
4. In or on any other structures described on the Declarations Page.

We do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors;
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors;
3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

4. Property separately described and specifically insured in this or any other insurance policy;
5. Camper bodies or trailers;
6. Property held as a sample or for sale or delivery after sale; or
7. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### Your Additional Coverages

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property from your **premises** when deposited by an

Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your **premises** because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 30 days while the property is removed from your **premises**.

This coverage is included in and does not change the Amount of

Insurance that applies to the property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

## **SECTION I — Insured Perils**

---

We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling, Coverage B — Other Structures and Coverage C — Personal Property. The loss must occur during the policy period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy:

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to:

- a. The inside of the dwelling or other structures or to the property that is in it caused by rain, hail, snow, sand, sleet, wind-driven water or dust unless the dwelling or other structures are first damaged by the direct force of wind or hail, creating an opening through which the rain, hail, snow, sand, sleet,

- wind-driven water or dust enters.
  - b. Signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors.
- 4. Explosion.
 

But we do not insure loss caused by:

  - a. Bursting of water pipes;
  - b. Breakage or operation of pressure relief devices; or
  - c. Explosion of steam boilers or steam pipes.
- 5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
- 6. Aircraft, including self-propelled missiles and spacecraft.
- 7. Vehicles.
 

But we do not insure any loss:

  - a. Caused by vehicles owned or operated by any of you or any resident of the dwelling; or
  - b. To fences, driveways and sidewalks caused by any vehicles.
- 8. Smoke or smudge.
 

But we do not insure loss caused by or consisting of:

  - a. The gradual accumulation of any oily or greasy substance or film;

- b. Smoke from fireplaces or other auxiliary heating devices; or
- c. Smoke from agricultural or commercial operations.

When a premium for Vandalism or Malicious Mischief is shown on the Declarations Page, the following Insured Peril is also included.

- 9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**; or
- c. Loss to glass or safety glazing material installed in or attached to the building other than glass building blocks.

These exceptions do not apply to ensuing loss caused by fire or explosion.

## **SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.
2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade or **business** is convicted in criminal court.
4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.
5. Loss caused by:
  - a. The actual, alleged or threatened discharge, dispersal,

seepage, migration, release or escape of **pollutants**.

- b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Loss caused by volcanic eruption.
7. Loss caused by:
  - a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
  - b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or
  - c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

8. Loss caused by power, heating or utility failure or interruption unless the failure or interruption results from direct physical dam-

age to power or utility equipment on your **premises** caused by an Insured Peril.

This exclusion does not apply to ensuing loss caused by fire or explosion.

9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

## **SECTION I — Our Payment Methods**

### **Coverage A — Dwelling**

#### **Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

#### **Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you

notice of our intention within 30 days after we receive your proof of loss

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the dwelling will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### **Coverage B — Other Structures Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### Payment Methods — Specific Losses

#### Pairs and Sets

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

#### Glass Replacement

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

#### Deductible

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

## SECTION II — Your Liability Coverages

---

### Coverage F — Premises Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises**, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** and during the Policy Period shown on the Declarations Page.

### Coverage G — Medical Payments To Others

We will pay for you up to the Limit of Liability shown on the Declarations Page, the actual, necessary and reasonable **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments to Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only to a person on your **premises** with your permission.

But Medical Payments To Others does not apply to:

1. Any tenant residing on your **premises**; or
2. Any other person regularly residing on your **premises**.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

## **SECTION II — Your Additional Coverages**

### **Claim Expenses**

We will pay:

1. Expenses incurred by us and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Premises Liability;  
 We are not obligated to apply for or furnish any bonds;
3. Expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

### **First Aid Expenses**

We will pay your expenses for first aid to others at the scene of an accident which occurs on your **premises**. We will not pay for first aid to any of you.

## **SECTION II — Exclusions**

### **Coverage F — Premises Liability Coverage G — Medical Payments To Others**

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
  - a. Intended or expected the result of his or her omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
  - b. Was under the influence of alcohol or narcotics;
  - c. Was insane; or
  - d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

But this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of **business** pursuits of any of you.
3. Arising out of the rendering or failing to render professional services.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.

5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:
  - a. An aircraft;
  - b. A land motor vehicle;
  - c. A recreational land motor vehicle;
  - d. A watercraft; or
  - e. Trailers.

But this exclusion does not apply to **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of motor vehicles or conveyances that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.
8. Arising out of:
  - a. The negligent supervision by any of you of any person;
  - b. Any liability by statute imposed on any of you; or
  - c. Any liability assumed through an unwritten or written agreement by any of you;
 with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle,

recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.

9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.
10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, any tenant, any other residents of your tenant's dwelling unit, or guests.
11. Arising out of child care services provided by a fee by or at the direction of:
  - a. Any of you;
  - b. Any of your employees; or
  - c. Any other person actually or apparently acting on behalf of any of you.
12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, any tenant, any other residents of your tenant's dwelling unit, or guests.
13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, meth-

amphetamines, marijuana and all narcotic drugs.

14. Arising out of nuclear reaction, radiation or radioactive contamination.
15. Arising out of the selling, serving or giving of an alcoholic beverage by any of you:
  - a. To a minor;
  - b. To a person under the influence of alcohol; or
  - c. Which causes or contributes to the intoxication of any person.
16. To any of you.
17. To an employee of any of you arising out of and in the course of employment by any of you or consequential injuries to a spouse, child, parent, brother or sister of the injured employee.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and
  - b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
18. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

These exclusions apply also to **bodily injury** or **property damage** arising out of the activities of any persons or organizations you hired to manage or maintain your **premises**.

## Coverage F — Premises Liability

We will not pay for **bodily injury** or **property damage** for:

1. Liability assumed in any contract or agreement.
2. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
3. Damage to property rented to, occupied or used by any of you in your care, except **property damage** caused by fire, smoke or explosion.
4. Any claim or legal action asserted against any of you by any tenant or tenant association, corporation or community regarding the manner in which your **premises** is managed or operated.

## Policy Conditions

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1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:
  - a. The interest of the person or organization insured; or
  - b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Premises Liability coverage will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.
3. **Concealment or Fraud.** The entire policy will be void, whether before or after a loss or claim relating to this insurance, if any of you:
  - a. Intentionally conceal or misrepresent any material fact or circumstance;
  - b. Engage in fraudulent conduct; or
  - c. Make false statements.
4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other

structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a

court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

6. **Other Insurance.**

a. **SECTION I — Your Property Coverages**

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

b. **SECTION II — Your Liability Coverages**

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the limits that apply in this policy.

c. **SECTION I - Your Property Coverages**

**SECTION II - Your Liability Coverages**

If at the time of loss or accident, there is other insurance

in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

7. **Our Right to Recover From Others.**

After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.**

You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.

9. **Mortgagee.**

An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an

increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period,

we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
13. **Abandoned Property.** We are not obliged to accept abandoned property.
14. **No Benefit to Bailee.** This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.
15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance

with any law, rule, regulation, or building code.

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

Sample

Sample

**ADDITIONAL INSURED - NONRESIDENT**  
**11005 03/06**

**INSURING AGREEMENT**

The following is added to the Insuring Agreement:

You, your and yours also means the person or organization named in this Additional Insured - Nonresident form with respect to:

1. Coverage A - Dwelling and Coverage B - Other Structures shown in **SECTION I**;
2. Coverage C - Personal Property shown in **SECTION I** if it is specifically shown that the additional insured has an interest in any personal property;
3. Coverage F and Coverage G if a Limit of Liability is shown on the Declarations Page in **SECTION II** and only with respect to the ownership, maintenance or use of the **premises** shown on the Declarations Page.

No coverage is provided for **bodily injury** to any employee arising out of or in the employee's employment by the additional insured.

**Name and Address of Additional Named Insured:**

**Interest:**

11005 03/06

All other provisions of your policy apply.

Sample

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**LOSS PAYEE**  
**11006 03/06**

**Coverage C - Personal Property**

Loss to Personal Property insured by the policy will be payable as interest may appear to:

11006 03/06

All other provisions of your policy apply.

Sample

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**ADDITIONAL NAMED INSURED**  
**11007 03/06**

**INSURING AGREEMENT**

The following is added to the Insuring Agreement:

You, your and yours also means the additional person(s)  
or organization named on this endorsement.

**Name and Address of Additional Named Insured:**

11007 03/06

All other provisions of your policy apply.

Sample

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**UNRELATED NAMED INSURED**  
**11008 03/06**

**INSURING AGREEMENT**

The following is added to the Insuring Agreement:

You, your and yours also means the additional person named on the Declarations Page while that person is a full-time resident of your dwelling.

11008 03/06

All other provisions of your policy apply.

Sample

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**REDUCTION IN COVERAGE WHEN VACANT OR UNOCCUPIED**  
**11010 03/06**

**DEFINITIONS**

The following definitions are added:

**Vacant** means the absence of most of the furniture and other items needed for human occupancy as a dwelling.

**Unoccupied** means not being used as a dwelling. Any dwelling structure with no permanent resident is **unoccupied** even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be **unoccupied**.

**Declarations Page**

The Amounts of Insurance shown on the Declarations Page are reduced to 60% of the amounts shown any time the dwelling on your **premises** is **vacant** or **unoccupied** for a period of 30 days or more.

11010 03/06

All other provisions of your policy apply.

Sample

## REPLACEMENT COST - DWELLING

11012 03/06

**SECTION I - Our Payment Methods, Coverage A - Dwelling and Coverage B - Other Structures** is changed to read:

### **SECTION I - Our Payment Methods**

#### **Coverage A - Dwelling**

##### **Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

No deductible will apply.

It is your responsibility to maintain adequate amounts of insurance on the dwelling. But to help you do that, we may, but are not required to, adjust your Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by various agencies or organizations. In advance of your renewal date, we will furnish you with a Declarations Page that shows your new Amount of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance. If you want to change the new Amounts of Insurance, you may do so by contacting your insurance representative.

##### **Partial Loss Payment Method**

##### **Replacement Cost Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The **replacement cost** of the dwelling on the same **premises**;
2. The amount actually spent for necessary repair or replacement of the damaged dwelling; or
3. The Amount of Insurance shown on the Declarations Page for the dwelling.

If the **replacement cost** of the damaged property is more than \$2,500, we will not pay the total cost of repair or replacement until actual repair or replacement is completed.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

##### **Actual Cash Value Payment Method**

You may disregard the Replacement Cost Payment Method and make a claim on an Actual Cash Value Payment Method. If you do, you may make further claim within 180 days after the loss for any additional cost you incur in replacing the damaged property. If you do elect to make a

claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss;
3. The amount required to repair or replace the dwelling; or
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

#### **Coverage B - Other Structures Payment Method**

##### **Total and Partial Loss Payment Method**

##### **Replacement Cost Payment Method**

This payment method applies only if the other structure is repaired or replaced for the same use on your **premises** shown on the Declarations Page.

If, at the time of loss, the Amount of Insurance for the other structures is 80% or more of their **replacement cost**, we will pay the cost to repair or replace the damaged part of the other structure but not more than the Amount of Insurance shown on the Declarations Page for that Other Structure. Our payment will be the lowest of:

1. The **replacement cost** of the damaged other structure on the same **premises**;
2. The amount actually spent for necessary repair or replacement of the damaged other structure; or
3. The Amount of Insurance shown on the Declarations Page for the other structures.

If the **replacement cost** of the damaged property is more than \$2,500, we will not pay the total cost of repair or replacement until actual repair or replacement is completed.

If, at the time of loss, the Amount of Insurance for the other structures is less than 80% of their **replacement cost**, we will pay the greater of the following amounts but not more than the Amount of Insurance shown on the Declarations Page for the other structures.

1. The **actual cash value** of the damaged part of the other structure;
2. The amount of the loss multiplied by the ratio of the Amount of Insurance on your other structure to 80% of its **replacement cost**; or
3. The Amount of Insurance shown on the Declarations Page for the other structures.

If you elect not to repair or replace the other structure for the same use on your **premises** shown on the Declarations Page, the Actual Cash Value Payment Method will apply.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

#### **Actual Cash Value Payment Method**

You may disregard the Replacement Cost Payment Method and make a claim on an Actual Cash Value Payment Method. If you do, you may make further claim within 180 days after the loss for any additional cost you incur in replacing the damaged property. If you do elect to make a

claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the other structure will be the lowest of:

1. The difference between the **actual cash value** of the other structure immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the other structure at the time of the loss;
3. The amount required to repair or replace the other structure; or
4. The Amount of Insurance shown on the Declarations Page for the other structure.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

## REPLACEMENT COST - PERSONAL PROPERTY

11013 03/06

### SECTION I - Our Payment Methods, Coverage C - Personal Property is changed to read:

The amount we pay for loss to personal property will be the lowest of:

1. The **replacement cost** at the time of the loss;
2. The amount actually and necessarily spent to repair or restore the damaged personal property;
3. The Amount of Insurance shown on the Declarations Page for Coverage C - Personal Property;
4. Any special Amount of Insurance described in your policy; or
5. The Amount of Insurance applicable to any article separately described and specifically insured in this policy.

The replacement cost payment method does not apply to:

1. Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with new articles;
2. Articles whose age or history contribute substantially to their value; this includes but is not limited to memorabilia, souvenirs, and collector's items; or
3. Property which is obsolete or unusable for the purpose for which it was originally intended because of its age or condition prior to the loss.

If the **replacement cost** for the lost or damaged property is more than \$2,500, we will not pay the total cost of repair

or replacement until actual repair or replacement is completed.

If you do not repair, restore or replace the lost or damaged personal property, we will pay the lowest of:

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

This choice will not affect your right to pursue your claim within 180 days after the loss for any additional payments that may be due you.

If, as a result of loss to your personal property we pay you in cash or by replacement, at our option, we have the right to take legal title of your property.

**PAYMENT METHODS - SPECIFIC LOSSES** is not changed.

11013 03/06

All other provisions of your policy apply.

## LIMITED THEFT COVERAGE

11014 03/06

### SECTION I - Insured Perils

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C - Personal Property only while it is on your **premises** caused by any of the additional following perils unless the loss is excluded elsewhere in this policy:

1. Theft and attempted theft, including mysterious disappearance;
2. Vandalism or malicious mischief as a result of theft or attempted theft.

But we do not insure:

1. Any loss at your **premises** caused by, resulting from, contributed to or aggravated by intentional acts of any tenant, roomer, boarder, members of tenant's household, or their employees; or
2. Any loss at your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

### SPECIAL AMOUNTS OF INSURANCE

We will pay up to the Amount of Insurance shown for each category for the peril of theft, attempted theft or

mysterious disappearance. But this does not increase the Amount of Insurance for Coverage C - Personal Property.

\$1,000 Tools.

### PROPERTY WE DO NOT INSURE

We do not insure for theft, attempted theft, or mysterious disappearance of:

1. Goldware, gold-plated ware, silverware, silver-plated ware, and pewterware;
2. Jewelry, watches, furs, precious and semi-precious stones; or
3. Firearms.

### AMOUNT OF INSURANCE

We will pay no more than \_\_\_\_\_ in any one loss caused by theft.

### DEDUCTIBLE

A \$250 deductible will apply to any one loss. No other deductible applies to this coverage.

11014 03/06

All other provisions of your policy apply.

## BROAD THEFT COVERAGE

11015 03/06

### SECTION I - Insured Perils

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C - Personal Property caused by any of the additional following perils unless the loss is excluded elsewhere in this policy:

1. Theft and attempted theft, including mysterious disappearance;
2. Vandalism or malicious mischief as a result of theft or attempted theft.

But we do not insure:

1. Any loss at your **premises** caused by, resulting from, contributed to or aggravated by intentional acts of any tenant, roomer, boarder, members of tenant's household, or their employees; or
2. Any loss at your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

### SPECIAL AMOUNTS OF INSURANCE

We will pay up to the Amount of Insurance shown for each category for the peril of theft, attempted theft or mysterious disappearance. But this does not increase the Amount of Insurance for Coverage C - Personal Property.

\$1,000 Tools.

\$1,000 Jewelry, watches, furs, precious and semi-precious stones.

\$1,000 Firearms.

\$1,000 Silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

### PROPERTY WE DO NOT INSURE

We do not insure for theft, attempted theft, or mysterious disappearance of:

1. Property while at any location other than your **premises**, which is owned, rented to, or occupied by any of you, except while any of you are temporarily residing there;
2. Property while in the custody of any laundry, cleaner, tailor, presser, or dyer except for loss by burglary or robbery; or
3. Property while in the mail.

### AMOUNT OF INSURANCE

We will pay no more than \_\_\_\_\_ in any one loss caused by theft.

### DEDUCTIBLE

A \$250 deductible will apply to any one loss. No other deductible applies to this coverage.

11015 03/06

All other provisions of your policy apply.

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**INCIDENTAL BUSINESS USE - SECTION II**  
**11016 03/06**

**SECTION II - Exclusions**

**Coverage F - Personal Liability**

**Coverage G - Medical Payments To Others**

Exclusion 2. is changed to read:

2. Arising out of **business** pursuits of any of you.

This exclusion does not apply to:

- a. The rental or holding for rental of any part of the dwelling described on the Declarations Page to a tenant for residential purposes, provided that you continue to reside in the dwelling; or

- b. The incidental use of the **premises** to conduct the business described on this endorsement.

Incidental business conducted on **premises**:  
(Describe use)

11016 03/06

All other provisions of your policy apply.

Sample

**BUSINESS PROPERTY**

11017 03/06

**SECTION I - Your Property Coverages**

**Coverage C - Personal Property**

9. **Business** property owned by or in the possession of any of you or your **residence employee**.

Is changed to read:

9. **Business** property owned by or in the possession of any of you or your **residence employee**.

But we do insure personal property, up to the Amount of Insurance shown on this endorsement, provided that:

- a. The property is used or intended for use with the incidental **business** shown on this endorsement; and
- b. The property is located on your **premises**.

Incidental **business** on **premises**:

Amount of Insurance:

**SECTION I - Exclusions**

Exclusion 9. is changed to read:

Loss to property insured by Coverage A - Dwelling and Coverage B - Other Structures caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

11017 03/06

All other provisions of your policy apply.

Sample

**WINDSTORM AND HAIL COVERAGE FOR SATELLITE DISHES  
AND RADIO AND TELEVISION AERIALS - DWELLING FIRE THREE  
11018 03/06**

**SECTION I - Insured Perils**

Peril 3. Windstorm or Hail is changed to read:

3. Windstorm or Hail.

But we do not insure loss to signs while located outdoors.

We will pay no more than the Special Amount of Insurance shown for direct, sudden and accidental physical loss caused by windstorm or hail.

Personal Property Group

Special Amount  
of Insurance

Radio or television antennas, aerials, or satellite dishes, antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment:

**SECTION I - Exclusions**

Exclusion 12. is changed to read:

Loss caused by ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

11018 03/06

All other provisions of your policy apply.

Sample

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**ANIMAL LIABILITY EXCLUSION - PREMISES LIABILITY**  
**11023 03/06**

**SECTION II - Exclusions**

**Coverage F - Premises Liability**

**Coverage G - Medical Payments To Others**

The following exclusion is added:

We will not pay for **bodily injury** or **property damage** arising out of the ownership, custody, control or

possession of animals, by you or any person residing on your **premises**.

11023 03/06

All other provisions of your policy apply.

Sample

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**ANIMAL LIABILITY EXCLUSION - PERSONAL LIABILITY**

11025 03/06

**SECTION II - Exclusions**

**Coverage F - Personal Liability**

**Coverage G - Medical Payments To Others**

The following exclusion is added:

We will not pay for **bodily injury** or **property damage** arising out of the ownership, custody, control or possession of animals, by you or any person residing on your **premises**.

**Damage To Property Of Others**

The following exclusion is added:

We will not pay for damage arising out of the ownership, custody, control or possession of animals, by you or any person residing on the **premises**, whether the **bodily injury** or **property damage** occurs on or away from your **premises**.

11025 03/06

All other provisions of your policy apply.

Sample

**EARTHQUAKE COVERAGE INCLUDING MASONRY VENEER - DWELLING FIRE ONE**  
**11027 03/06**

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami, however caused.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property.**

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	\$ 1,000 deductible*
TOTAL DEDUCTIBLE	\$11,500 deductible

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property**.

**EARTHQUAKE COVERAGE INCLUDING MASONRY VENEER - DWELLING FIRE THREE**  
**11028 03/06**

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami, however caused.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

**Your Additional Coverages**

When direct, sudden and accidental physical loss to **covered property** is caused by earthquake, the following coverage described in **Your Additional Coverages** does not apply:

5. **Trees, Shrubs, Plants and Lawns.**

**SECTION I - Exclusions**

Exclusion 15. does not apply to loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property.**

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	\$ 1,000 deductible*
TOTAL DEDUCTIBLE	\$11,500 deductible

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property.**

**EARTHQUAKE COVERAGE EXCLUDING MASONRY VENEER - DWELLING FIRE ONE**  
**11029 03/06**

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure:

1. Loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami; or
2. Loss to exterior masonry veneer. Stucco is not considered masonry veneer. The value of damaged exterior masonry veneer will be deducted from the Amount of Insurance applicable to the insured property before applying the deductible clause.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property**.

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	\$ 1,000 deductible*
TOTAL DEDUCTIBLE	\$11,500 deductible

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property**.

**EARTHQUAKE COVERAGE EXCLUDING MASONRY VENEER - DWELLING FIRE THREE**  
**11030 03/06**

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure:

1. Loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami; or
2. Loss to exterior masonry veneer. Stucco is not considered masonry veneer. The value of damaged exterior masonry veneer will be deducted from the Amount of Insurance applicable to the insured property before applying the deductible clause.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

**Your Additional Coverages**

When direct, sudden and accidental physical loss to **covered property** is caused by earthquake, the following coverage described in **Your Additional Coverages** does not apply:

**5. Trees, Shrubs, Plants and Lawns.**

**SECTION I - Exclusions**

Exclusion 15. does not apply to loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property.**

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	\$ 1,000 deductible*
TOTAL DEDUCTIBLE	\$11,500 deductible

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property**.

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**LOSS ASSESSMENT COVERAGE**

11031 03/06

We will pay your share of any assessment charged against all members of an association of property owners if the assessment is made as a result of direct loss to the property collectively owned by all members caused by an Insured Peril.

This coverage applies only to assessments made against you as the owner of your **premises** for losses which occur during the Policy Period shown on the Declarations Page.

**AMOUNT OF INSURANCE**

We will pay no more than \_\_\_\_\_ per loss. But we will not pay more than \$1,000 of your assessment that

results from a deductible in the insurance purchased by an association of property owners.

**DEDUCTIBLE**

We will pay your assessment subject to a \$250 deductible. No other deductible applies to this coverage.

11031 03/06

All other provisions of your policy apply.

Sample

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**LOSS ASSESSMENT COVERAGE INCLUDING EARTHQUAKE**

**11032 03/06**

We will pay your share of any assessment charged against all members of an association of property owners if the assessment is made as a result of direct loss to property collectively owned by all members caused by an insured peril or an earthquake including land shock waves or tremors before, during or after volcanic eruptions. This coverage applies only to assessments made against you as the owner of your **premises** for losses which occur during the Policy Period shown on the Declarations Page.

We will not pay your share of any assessments necessary because of loss directly or indirectly due to flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind, however caused.

All earthquake shocks occurring within 72 hours will constitute one earthquake.

**AMOUNT OF INSURANCE**

We will pay no more than \_\_\_\_\_ per loss. But we will not pay more than \$1,000 of your assessment that results from a deductible in the insurance purchased by an association of property owners.

**DEDUCTIBLE**

We will pay your assessment subject to a \$250 deductible. No other policy deductible applies to this coverage.

11032 03/06

All other provisions of your policy apply.

Sample

**WINDSTORM AND HAIL COVERAGE FOR SATELLITE DISHES  
AND RADIO AND TELEVISION AERIALS - DWELLING FIRE ONE  
11033 03/06**

**SECTION I - Insured Perils**

Peril 3. Windstorm or Hail is changed to read:

3. Windstorm or Hail.

But we do not insure loss to:

- a. The inside of the dwelling or other structures or to the property that is in it caused by rain, hail, snow, sand, sleet, wind-driven water or dust unless the dwelling or other structures are first damaged by the direct force of wind or hail, creating an opening through which the rain, hail, snow, sand, sleet, wind-driven water or dust enters.
- b. Signs while located outdoors.

We will pay no more than the Special Amount of Insurance shown for direct, sudden and accidental physical loss caused by windstorm or hail.

Personal Property Group

Radio or television antennas, aerials, or satellite dishes, antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment:

Special Amount  
of Insurance

11033 03/06

All other provisions of your policy apply.

Sample

## EXTENDED REPLACEMENT COST - DWELLING

11034 03/06

**SECTION I - Our Payment Methods, Coverage A - Dwelling and Coverage B - Other Structures** is changed to read:

### **SECTION I - Our Payment Methods**

#### **Coverage A - Dwelling**

##### **Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

If you do not replace the dwelling on the same premises, we will pay the Amount of Insurance shown on the Declarations Page.

No deductible will apply.

If you do replace the dwelling and if the **replacement cost** of the dwelling exceeds the Amount of Insurance we have already paid to you, we will pay the additional amount that you actually spend for the replacement. But we will not pay any more than an additional 25% of the Amount of Insurance.

It is your responsibility to maintain adequate amounts of insurance on the dwelling. But to help you do that, we may, but are not required to, adjust your Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by various agencies or organizations. In advance of your renewal date, we will furnish you with a Declarations Page that shows your new Amount of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance. If you want to change the new Amounts of Insurance, you may do so by contacting your insurance representative.

##### **Partial Loss Payment Method**

##### **Replacement Cost Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The **replacement cost** of the dwelling on the same **premises**;
2. The amount actually spent for necessary repair or replacement of the damaged dwelling; or
3. The Amount of Insurance shown on the Declarations Page for the dwelling.

If the **replacement cost** of the damaged property is more than \$2,500, we will not pay the total cost of repair or replacement until actual repair or replacement is completed.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your

coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

##### **Actual Cash Value Payment Method**

You may disregard the Replacement Cost Payment Method and make a claim on an Actual Cash Value Payment Method. If you do, you may make further claim within 180 days after the loss for any additional cost you incur in replacing the damaged property. If you do elect to make a claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss;
3. The amount required to repair or replace the dwelling; or
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

##### **Coverage B - Other Structures Payment Method**

##### **Total and Partial Loss Payment Method**

##### **Replacement Cost Payment Method**

This payment method applies only if the other structure is repaired or replaced for the same use on your **premises** shown on the Declarations Page.

If, at the time of loss, the Amount of Insurance for the other structures is 80% or more of their **replacement cost**, we will pay the cost to repair or replace the damaged part of the other structure but not more than the Amount of Insurance shown on the Declarations Page for that Other Structure. Our payment will be the lowest of:

1. The **replacement cost** of the damaged other structure on the same **premises**;

2. The amount actually spent for necessary repair or replacement of the damaged other structure; or
3. The Amount of Insurance shown on the Declarations Page for the other structures.

If the **replacement cost** of the damaged property is more than \$2,500, we will not pay the total cost of repair or replacement until actual repair or replacement is completed.

If, at the time of loss, the Amount of Insurance for the other structures is less than 80% of their **replacement cost**, we will pay the greater of the following amounts but not more than the Amount of Insurance shown on the Declarations Page for the other structures.

1. The **actual cash value** of the damaged part of the other structure;
2. The amount of the loss multiplied by the ratio of the Amount of Insurance on your other structure to 80% of its **replacement cost**; or
3. The Amount of Insurance shown on the Declarations Page for the other structures.

If you elect not to repair or replace the other structure for the same use on your **premises** shown on the Declarations Page, the Actual Cash Value Payment Method will apply.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to your property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### **Actual Cash Value Payment Method**

You may disregard the Replacement Cost Payment Method and make a claim on an Actual Cash Value Payment Method. If you do, you may make further claim within 180 days after the loss for any additional cost you incur in replacing the damaged property. If you do elect to make a claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the other structure will be the lowest of:

1. The difference between the **actual cash value** of the other structure immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the other structure at the time of the loss;
3. The amount required to repair or replace the other structure; or
4. The Amount of Insurance shown on the Declarations Page for the other structure.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

## REPAIR COST DWELLING

11035 03/06

### SECTION I - Our Payment Methods

Coverage A - Dwelling is changed to read:

### SECTION I - Our Payment Methods

#### Coverage A - Dwelling

##### Total Loss Payment Method

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

No deductible will apply.

##### Partial Loss Payment Method

##### Repair Cost Payment Method

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The **repair cost** of the damage to the dwelling;
2. The amount actually spent for necessary repair or replacement of the damaged dwelling; or
3. The Amount of Insurance shown on the Declarations Page for the dwelling.

If the cost to repair or replace the damaged property is more than \$2,500, we will pay no more than the actual cash value of that damage until actual repair or replacement is completed.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to your property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

##### Actual Cash Value Payment Method

You may disregard the Repair Cost Payment Method and make a claim on an Actual Cash Value Payment Method. If you do, you may make further claim within 180 days after

the loss for any additional cost you incur in replacing the damaged property. If you do elect to make a claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss;
3. The amount required to repair or replace the dwelling; or
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the dwelling will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

### DEFINITIONS

**Repair cost** means the cost to repair or replace damaged building structures to a condition and appearance similar to that which existed at the time of the loss, using conventional construction materials and methods that are currently available without extraordinary expense.

But **repair cost** does not mean loss, damage or increased loss caused by enforcement of any governmental requirement regulating construction, repair, occupancy, renovation or remodeling.

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**WATER BACKUP OF SEWERS OR DRAINS**

11037 03/06

**SECTION I - Your Property Coverages**

The following Additional Coverage is added:

**Water Backup of Sewers or Drains.** We will pay up to \$5,000 for direct loss to insured property caused by water or sewage which:

1. Backs up through sewers and drains; or
2. Enters into and overflows from a sump.

This coverage does not apply to damage which is caused directly or indirectly by the negligence of any of you, including but not limited to the failure to repair or maintain the sump pump.

A \$250 deductible will apply to each loss.

**SECTION I - Exclusions**

Exclusion 7. is changed to read:

7. Loss caused by:

- a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
- b. Water below the surface of the ground, regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

11037 03/06

All other provisions of your policy apply.

Sample

## LANDLORD PERSONAL INJURY LIABILITY COVERAGE

11095 05/06

### DEFINITIONS

The following definition is added:

**Personal Injury** means injury to a tenant or resident of the dwelling described on the Declarations Page, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. Wrongful eviction from or wrongful entry into that dwelling.
2. False arrest, detention or imprisonment associated with or as a consequence of that wrongful eviction or wrongful entry.
3. Malicious prosecution of any such tenant or resident associated with or as a consequence of that wrongful eviction or wrongful entry.
4. Wrongful invasion of the right of private occupancy held by that tenant or resident.
5. Oral or written publication, in any manner, of material that slanders or libels that tenant or resident.
6. Oral or written publication, in any manner, of material that violates the right to privacy held by that tenant or resident.

### SECTION II - Your Liability Coverages

Coverage F - Premises Liability is changed to read:

If a claim is made or a suit brought against you for damages because of **bodily injury** or **property damage**, caused by an accident on your **premises**, or if a claim is made or a suit brought against you for damages because of **personal injury**, caused by an offense to which this coverage applies, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for compensatory damages for which you are legally liable.
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident or offense equals the Limit of Liability. Coverage F - Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** during the Policy Period shown on the Declarations Page, and to **personal injury** only if the offense occurs during the Policy Period shown on the Declarations Page.

### SECTION II - Exclusions

The following exclusions only apply to Personal Injury Liability Coverage.

We will not pay for **personal injury**:

1. To any of you other than an employee described in the insuring agreement.
2. Arising out of liability assumed by any of you in any contract or agreement whether before or after the offense occurs.
3. Caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of any of you.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.
5. Arising out of the loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of nuclear reaction, radiation or radioactive contamination.
7. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.
8. Caused by or at the direction of any of you with the knowledge that the act would violate the rights of another and inflict **personal injury**.
9. Arising out of the rendering or failing to render professional services.
10. Arising out of **business** pursuits of any of you.

11095 05/06

All other provisions of your policy apply.

## PERSONAL INJURY LIABILITY COVERAGE

11096 05/06

### DEFINITIONS

The following definition is added:

**Personal Injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. Wrongful eviction from or wrongful entry into a dwelling.
2. False arrest, detention or imprisonment.
3. Malicious prosecution.
4. Wrongful invasion.
5. Oral or written publication, in any manner, of material that slanders or libels a person.
6. Oral or written publication, in any manner, of material that violates the right to privacy of a person.

### SECTION II - Your Liability Coverages

Coverage F - Personal Liability is changed to read:

If a claim is made or a suit brought against you for damages because of **bodily injury** or **property damage**, caused by an accident, or if a claim is made or a suit brought against you for damages because of **personal injury**, caused by an offense to which this coverage applies, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for compensatory damages for which you are legally liable.
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident or offense equals the Limit of Liability. Coverage F - Personal Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs during the Policy Period shown on the Declarations Page, and to **personal injury** only if the offense occurs during the Policy Period shown on the Declarations Page.

### SECTION II - Exclusions

The following exclusions only apply to Personal Injury Liability Coverage.

We will not pay for **personal injury**:

1. To any of you.
2. Arising out of liability assumed by any of you in any contract or agreement whether before or after the offense occurs.
3. Caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of any of you.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.
5. Arising out of the loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of nuclear reaction, radiation or radioactive contamination.
7. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.
8. Caused by or at the direction of any of you with the knowledge that the act would violate the rights of another and inflict **personal injury**.
9. Arising out of the rendering or failing to render professional services.
10. Arising out of **business** pursuits of any of you.

11096 05/06

All other provisions of your policy apply.

## REQUIRED CHANGE - ARKANSAS

11170 10/08

### SECTION I - Your Property Coverages

#### Coverage A - Dwelling

#### Coverage B - Other Structures

#### Coverage C - Personal Property

The following exception to coverage is changed to read:

Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

This exception to coverage does not apply to loss from mold that directly ensues from an otherwise insured loss.

#### Policy Conditions

##### 5. Appraisals.

The following is added to this provision:

All arbitration/appraisal procedures are voluntary and nonbinding and will not deprive the named insured of the right to trial by jury on any question of fact arising under this policy.

##### 7. Our Right to Recover From Others.

The following is added to this provision:

We shall be entitled to a recovery, under this provision, only after the person has been fully compensated for damages by another party.

##### 8. Legal Action Against Us is changed to read:

**Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within five years after the loss occurs.

The following conditions are added:

**Cancellation.** You may cancel this policy by returning the Declarations Page to us or by mailing to us a written notice telling us the advance date cancellation is to be effective. If a mortgagee is named on the Declarations Page, we will mail acknowledgment to the mortgagee regarding cancellation of the mortgagee's interest in this policy.

We may cancel this policy for any reason during the first 60 days we insure you. After the first 60 days, we may cancel your policy if:

- the risk has changed substantially since the policy was issued; or

if you or your insurance representative:

- conceal, omit or misrepresent any material facts or circumstances; or
- make a false or fraudulent claim; or

- violate any local fire, health, safety, building or construction regulation or ordinances with respect to your property or the occupancy of the property, which substantially increases any hazard insured against under the policy; or

- materially violate a material provision of the policy; or

- have not paid the premium.

We will mail a cancellation notice to you at least 20 days (10 days if you have not paid the premium) before this policy is cancelled. We will mail a cancellation notice to your last address known to us or your insurance representative. We will also give notice to your mortgagee.

Your mortgagee may cancel this policy if your dwelling has been foreclosed or your mortgagee has otherwise acquired ownership of it. Your mortgagee may then cancel this policy on behalf of all parties who have an interest insured by this policy and upon surrender of this policy.

If there is any refund of premium due you, we will mail it to you with your cancellation notice or as soon as possible after we mail the notice. The return premium will be calculated pro rata. If you cancel, return premiums will be subject to the "Minimum Earned Premium" shown on the Declarations Page of this policy. Pro rata cancellation means that we keep premium only for the period of time you were insured. If your premium is financed, that financing interest will be recognized in any refund due.

**Nonrenewal.** We will offer to renew this policy unless we mail to you, at least 45 days but not more than 60 days before the ending policy term date shown on the Declarations Page, written notice of our intention not to renew this policy.

**Automatic Termination.** If we offer to renew or continue this policy, but you or your representatives do not accept our offer, then this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

**Notice of Cancellation or Nonrenewal.** The Notice of Cancellation or Nonrenewal will be mailed or delivered to you and your insurance representative's last address known. If notice is mailed, proof of mailing will be sufficient proof of notice.

The reason for cancellation or nonrenewal will be stated in the notice.

#### Arkansas - Important Notice

If fire loss occurs, we are required by state law to furnish relevant information relating to the loss to any state or federal law enforcement or other agency which has responsibility for investigation of fires if:

- the agency requests the information; or
- after investigating the fire, we have reason to believe it was not of accidental origin.

If we provide information to a fire investigation agency, we will:

- notify you of that action within 90 days; and
- send you a copy of the report upon the commencement of civil action or criminal prosecution.

---

**COVERAGE C - PERSONAL PROPERTY**  
**SPECIAL AMOUNT OF INSURANCE FOR BUSINESS PERSONAL PROPERTY**

---

Incidental **business** on **premises**:  
(Describe use)

**Coverage C - Personal Property, Special Amounts of Insurance**, is changed to include:

Personal property primarily used or intended for **business** purposes while on your **premises** for the incidental **business** identified above. The amount selected applies in addition to the Special Amount of Insurance described for Group 7.

All other provisions of your policy apply.

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## INCREASED THEFT LIMITS

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### Coverage C - Personal Property

**Special Amount of Insurance** is changed to read:

#### Special Amounts of Insurance

Special Amounts of Insurance apply to the following groups of personal property. These Special Amounts of Insurance do not increase the total Amount of Insurance provided by Coverage C - Personal Property. The Special Amount of Insurance for each group is the maximum we will pay for any one loss for all property included in the following groups:

#### Special Amounts

of Insurance	Personal Property Group
1, \$200	Animals, including birds and fish.
2. \$200	Money, bank notes, bullion, coins, medals, precious metals including platinum, gold other than gold ware and silver other than silverware.
3. \$250	Personal property primarily used or intended for <b>business</b> purposes while away from your <b>premises</b> .
4. \$1,000	Securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, manuscripts, passports, personal records, tickets, and stamps.  This special Amount of Insurance includes all costs to research, restore or replace the information and the medium upon which it was recorded.
5. \$2,000 per item/ \$5,000 in total	Jewelry, watches, furs, precious and semi-precious stones, for loss by theft, including mysterious disappearance.
6. \$1,000	Fine arts. A fine art is privately owned property, the market value of which is determined by its beauty or rarity. Fine arts generally consist of property such as antique furnishings, paintings, sculptures, tapestries, art glass and similar objects which have artistic merit or historic significance. Motion pictures, video tapes, video disks, and similar property are not fine arts regardless of the nature of the images recorded on them.
7. \$2,500/ \$2,500	Personal property primarily used or intended for <b>business</b> purposes while on your <b>premises</b> , plus \$2,500 on business property consisting of merchandise held as samples for sale or for delivery after sale located in your dwelling or other structures.
8. \$1,000	Trailers, other than watercraft trailers.
9. \$1,500	Watercraft, including their trailers, furnishings, accessories, equipment and engines or motors.
10. \$2,000	Firearms, for loss by theft, including mysterious disappearance.
11. \$2,000	Tools, for loss by theft, including mysterious disappearance.
12. \$5,000	Silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware, for loss by theft, including mysterious disappearance.
13. \$5,000	Electronic data processing equipment and the recording or storage media used with that equipment, other than equipment and media used or intended for <b>business</b> purposes. Recording or storage media will be insured only up to:  a. the retail value of the media, if pre-programmed; or  b. the retail value of the media in blank or unexposed form, if blank or self-programmed.

(over)

14. All personal property insured by this policy for loss by theft including mysterious disappearance. This category does not apply to the previously stated Special Amounts of Insurance categories.

All other provisions of your policy apply.

SERFF Tracking Number: FORE-125866965 State: Arkansas  
 Filing Company: Foremost Insurance Company Grand Rapids, Michigan State Tracking Number: EFT \$50  
 Company Tracking Number: S-27  
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
 Product Name: Dwelling and Homowners Insurance Program  
 Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/05/2008

**Comments:**  
 This information was filled our under the Form Schedule

**Satisfied -Name:** Letter & Summary **Review Status:** Approved 11/05/2008

**Comments:**  
**Attachment:**  
 arkansas-ltr-fms.pdf

**Satisfied -Name:** Exhibits A thru H and 1 thru 22 **Review Status:** Approved 11/05/2008

**Comments:**  
 Policy Comparisons A thru H  
 Form Comparisons 1 thru 22

**Attachments:**  
 Exhibit A.pdf  
 Exhibit B.pdf  
 Exhibit C.pdf  
 Exhibit D.pdf  
 Exhibit E.pdf  
 Exhibit F.pdf  
 Exhibit G.pdf  
 Exhibit H-20061.pdf  
 Exhibits 1 thru 22.pdf

**Satisfied -Name:** Table of Contents **Review Status:** Approved 11/05/2008





**Foremost® Insurance Company  
Grand Rapids, Michigan**

**ADMINISTRATIVE OFFICES**  
5600 Beech Tree Lane  
Caledonia, Michigan 49316-0050

**MAILING ADDRESS**  
ATTN: STATE FILINGS DEPT.  
P.O. Box 2450  
Grand Rapids, Michigan 49501-2450

October 29, 2008

Honorable Mike Pickens  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

RE: Foremost Insurance Company Grand Rapids, Michigan  
NAIC #212-11185  
Dwelling and Homeowners Insurance Program  
Revision to the Form Section  
Company Tracking Number S-27

Dear Commissioner Pickens:

We submit this filing for your formal stamp of approval or acknowledgement.

The enclosed Summary of Revisions has been developed to assist your review of this filing.

The following rule of implementation will apply:

This filing will be effective for all new and renewal policies written to be effective on and after April 1, 2009. No policy effective prior to the above date is to be cancelled and rewritten to take advantage of or to avoid the application of this filing except at the request of the insured.

Your attention to our filing is appreciated.

Very truly yours,

Kaan K. Cidanli  
State Filings Administrator  
State Filings  
Phone No. (616) 956-3645  
Fax No. (616) 956-2093  
e-mail: kaan.cidanli@foremost.com

KKC/res

Enclosures: Summary of Revisions, 10/08  
Exhibits A thru H  
Exhibits 1 thru 22  
Table of Contents  
Forms

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

FORM SECTION

We have rewritten the following forms:

<u>Form Number</u>	<u>Title</u>
20000 01/93	Basics Dwelling Policy
20001 01/93	Basics One Dwelling Coverage Grant
20002 01/93	Basics Special Dwelling Coverage Grant
10010 05/95	Comprehensive Personal Liability Coverage Grant
20061 04/02	Landlord Liability Coverage Grant

The Basics Dwelling Policy contained the Insuring Agreement, Definitions and Policy Conditions. The coverage grants were similar to Insurance Services Office DP-1 and DP-3, respectively. The liability coverage grants were added separately.

Rather than using a coverage grant approach, we have developed policies that include both property and liability coverages. The title of the policy identifies the type of policyholders insured. The forms are as follows:

<u>Form Number</u>	<u>Title</u>
11000 03/06	Dwelling Fire One Policy Owner Occupied
11001 03/06	Dwelling Fire One Policy Landlord
11002 03/06	Dwelling Fire Three Policy Owner Occupied
11003 03/06	Dwelling Fire Three Policy Landlord
11004 03/06	Dwelling Fire One Policy Vacant or Unoccupied

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

FORM SECTION (continued)

To assist you in your review, we have developed side-by-side exhibits.

<u>Exhibit</u>	<u>Form</u>	<u>Compares</u> <u>To</u>	<u>Form</u>	<u>Subject</u>
A	11000 – Dwelling Fire One Owner Occupied 11002 – Dwelling Fire Three Owner Occupied		20000 – Basics Dwelling Policy	Insuring Agreement Definitions Policy Conditions
B	11001 – Dwelling Fire One Landlord 11003 – Dwelling Fire Three Landlord 11004 – Dwelling Fire One Vacant or Unoccupied		20000 – Basics Dwelling Policy	Insuring Agreement Definitions Policy Conditions
C	11000 – Dwelling Fire One Owner Occupied		20001 – Basics One Dwelling Coverage Grant	Property Coverages
D	11001 – Dwelling Fire One Landlord 11004 – Dwelling Fire One Vacant or Unoccupied		20001 – Basics One Dwelling Coverage Grant	Property Coverages
E	11002 – Dwelling Fire Three Owner Occupied		20002 – Basics Special Dwelling Coverage Grant	Property Coverages
F	11003 – Dwelling Fire Three Landlord		20002 – Basics Special Dwelling Coverage Grant	Property Coverages
G	11000 – Dwelling Fire One Owner Occupied 11002 – Dwelling Fire Three Owner Occupied		10010 – Comprehensive Personal Liability Coverage Grant	Liability Coverages
H	11001 – Dwelling Fire One Landlord 11003 – Dwelling Fire Three Landlord 11004 – Dwelling Fire One Vacant or Unoccupied		20061 – Landlord Liability Coverage Grant	Liability Coverages

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

FORM SECTION (continued)

ENDORSEMENTS

We have rewritten the following forms:

<u>New Form Number &amp; Title</u>	<u>Old Form Number &amp; Title</u>	<u>Exhibit</u>
11005 03/06 – Additional Insured – Non-resident	10012 01/93 – Additional Insured – Nonresident	1
11006 03/06 – Loss Payee	10005 01/93 – Loss Payee	2
11007 03/06 – Additional Named Insured	10006 01/93 – Additional Named Insured	3
11008 03/06 – Unrelated Named Insured	10007 01/93 – Unrelated Named Insured	4
11010 03/06 – Reduction in Coverage When Vacant or Unoccupied	20007 10/93 – Reduction in Coverage When Vacant or Unoccupied	5
11012 03/06 – Replacement Cost – Dwelling	20050 09/95 – Replacement Cost Including Inflation Guard	6
11013 03/06 – Replacement Cost – Personal Property	10052 01/96 – Replacement Cost for Personal Property Coverage	7
11014 03/06 – Limited Theft Coverage	20005 01/93 – Limited Theft Coverage	8
11015 03/06 – Broad Theft Coverage	20006 01/93 – Broad Theft Coverage	9
11016 03/06 – Incidental Business Use – Section II	10013 01/93 – Office or Professional Use of Residence Premises	10
11017 03/06 – Business Property	10014 01/93 – Personal Property Relating to Office or Professional Use of Residence Premises	11
11018 03/06 – Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials – Dwelling Fire Three	20017 08/94 – Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials	12

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

FORM SECTION (continued)

<u>New Form Number &amp; Title</u>	<u>Old Form Number &amp; Title</u>	<u>Exhibit</u>
11023 03/06 – Animal Liability Exclusion – Premises Liability	20029 09/99 – Landlord Liability Coverage Grant Animal Liability Exclusion	13
11025 03/06 – Animal Liability Exclusion – Personal Liability	10140 04/00 – Comprehensive Personal Liability Coverage Grant Animal Liability Exclusion	14
11027 03/06 – Earthquake Coverage Including Masonry Veneer – Dwelling Fire One	10056 04/96 – Earthquake – Including Masonry Veneer	15
11028 03/06 – Earthquake Coverage Including Masonry Veneer – Dwelling Fire Three	10056 04/96 – Earthquake – Including Masonry Veneer	16
11029 03/06 – Earthquake Coverage Excluding Masonry Veneer – Dwelling Fire One	10057 04/96 - Earthquake	17
11030 03/06 – Earthquake Coverage Excluding Masonry Veneer – Dwelling Fire Three	10057 04/96 - Earthquake	18
11031 03/06 – Loss Assessment Coverage	10011 01/93 – Loss Assessment Property Coverage	19
11032 03/06 – Loss Assessment Coverage Including Earthquake	10009 01/93 – Loss Assessment Coverage for Earthquake	20
11033 03/06 – Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials – Dwelling Fire One	20017 08/94 – Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials	21
35014 11/06 – Coverage C – Personal Property – Special Amounts of Insurance for Business Personal Property	35014 10/99 – Coverage C – Personal Property – Special Amounts of Insurance for Business Personal Property	22

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

FORM SECTION (continued)

Form 11170 10/08 – Required Change – Arkansas

This form replaces Form 10036 01/01 – same title, and Form 20041 01/1 – same title, in order to accommodate the new format of the proposed base policy contracts.

The following are new forms –

- Form 4094 03/06 – Certificate Holder
- Form 4095 03/06 – Certificate Holder
- Form 5406 10/07 – Additional Insured For Premises Liability
- Form 5414 10/07 – Additional Insured For Premises Liability
- Form 11034 03/06 – Extended Replacement Cost – Dwelling
- Form 11035 03/06 – Repair Cost Dwelling
- Form 11037 03/06 – Water Backup of Sewers or Drains
- Form 11095 05/06 – Landlord Personal Injury Liability Coverage
- Form 11096 05/06 – Personal Injury Liability Coverage
- Form 35069 11/06 – Increased Theft Limits

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

Replacement of Table of Contents and Forms

Please withdraw –

Table of Contents, page 1 – Revised Printing 3/08

Table of Contents, page 2 – Revised Printing 11/02

Form 10009 01/93 – Loss Assessment Coverage for Earthquake

Form 10010 05/95 – Comprehensive Personal Liability Coverage Grant

Form 10011 01/93 – Loss Assessment Property Coverage

Form 10013 01/93 – Office or Professional Use of Residence Premises Section II

Form 10014 01/93 – Personal Property Relating to Office or Professional Use of Residence Premises

Form 10036 01/01 – Required Change – Arkansas

Form 10052 01/96 – Replacement Cost for Personal Property Coverage

Form 10056 04/96 – Earthquake – Including Masonry Veneer

Form 10057 04/96 – Earthquake

Form 10140 04/00 – Comprehensive Personal Liability Coverage Grant Animal Liability Exclusion

Form 10173 05/02 – Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry  
and Wet Rot

Form 20000 01/93 – Basics Dwelling Policy

Form 20001 01/93 – Basics One Dwelling Coverage Grant

Form 20002 01/93 – Basics Special Dwelling Coverage Grant

Form 20005 01/93 – Limited Theft Coverage

Form 20006 01/93 – Broad Theft Coverage

Form 20007 10/93 – Reduction in Coverage When Vacant or Unoccupied

Form 20008 01/93 – Amendment to Landlord Liability Expanded Personal Liability Coverages

Form 20017 08/94 – Windstorm and Hail Coverage for Satellite Dishes and Radio and Television  
Aerials

Form 20029 09/99 – Landlord Liability Coverage Grant Animal Liability Exclusion

Form 20041 01/01 – Required Change – Arkansas

Form 20050 09/95 – Replacement Cost Including Inflation Guard

Form 20061 04/02 – Landlord Liability Coverage Grant

Form 35014 10/99 – Coverage C – Personal Property Special Amount of Insurance for  
Business Personal Property

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

Replacement of Table of Contents and Forms (continued)

Please insert –

Table of Contents, pages 1 and 2 – Revised Printing 10/08

Table of Contents, pages 3 and 4 – Original Printing 10/08

Form 4094 03/06 – Certificate Holder

Form 4095 03/06 – Certificate Holder

Form 5406 10/07 – Additional Insured For Premises Liability

Form 5414 10/07 – Additional Insured For Premises Liability

Form 11000 03/06 – Dwelling Fire One Policy Owner Occupied

Form 11001 03/06 – Dwelling Fire One Policy Landlord

Form 11002 03/06 – Dwelling Fire Three Policy Owner Occupied

Form 11003 03/06 – Dwelling Fire Three Policy Landlord

Form 11004 03/06 – Dwelling Fire One Policy Vacant or Unoccupied

Form 11005 03/06 – Additional Insured – Non-resident

Form 11006 03/06 – Loss Payee

Form 11007 03/06 – Additional Named Insured

Form 11008 03/06 – Unrelated Named Insured

Form 11010 03/06 – Reduction in Coverage When Vacant or Unoccupied

Form 11012 03/06 – Replacement Cost – Dwelling

Form 11013 03/06 – Replacement Cost – Personal Property

Form 11014 03/06 – Limited Theft Coverage

Form 11015 03/06 – Broad Theft Coverage

Form 11016 03/06 – Incidental Business Use –Section II

Form 11017 03/06 – Business Property

Form 11018 03/06 – Windstorm and Hail Coverage for Satellite Dishes and Radio and Television  
Aerials – Dwelling Fire Three

Form 11023 03/06 – Animal Liability Exclusion – Premises Liability

Form 11025 03/06 – Animal Liability Exclusion – Personal Liability

Form 11027 03/06 – Earthquake Coverage Including Masonry Veneer – Dwelling Fire One

Form 11028 03/06 – Earthquake Coverage Including Masonry Veneer – Dwelling Fire Three

Form 11029 03/06 – Earthquake Coverage Excluding Masonry Veneer – Dwelling Fire One

Form 11030 03/06 – Earthquake Coverage Excluding Masonry Veneer – Dwelling Fire Three

Form 11031 03/06 – Loss Assessment Coverage

Form 11032 03/06 – Loss Assessment Coverage Including Earthquake

Form 11033 03/06 – Windstorm and Hail Coverage for Satellite Dishes and Radio and Television  
Aerials – Dwelling Fire One

Form 11034 03/06 – Extended Replacement Cost – Dwelling

Form 11035 03/06 – Repair Cost Dwelling

Form 11037 03/06 – Water Backup of Sewers or Drains

ARKANSAS

DWELLING AND HOMEOWNERS INSURANCE PROGRAM

SUMMARY OF REVISIONS

Replacement of Table of Contents and Forms (continued)

Please insert (continued) –

Form 11095 05/06 – Landlord Personal Injury Liability Coverage

Form 11096 05/06 – Personal Injury Liability Coverage

Form 11170 10/08 – Required Change – Arkansas

Form 35014 11/06 – Coverage C – Personal Property Special Amount of Insurance for  
Business Personal Property

Form 35069 11/06 – Increased Theft Limits

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06  
Dwelling Fire Three Policy Owner Occupied –  
Form 11002 03/06

Narrative

Basics Dwelling Policy – Form 20000 01/93

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

**Insuring Agreement**

With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

No change in intent

No change in intent

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **BOLD FACED TYPE** have special meaning. Refer to the **DEFINITIONS**.

**INSURING AGREEMENT**

With your payment of the premium, we agree to provide the insurance you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. The Declarations Page is a separate enclosed page and is the part of this policy which lists the coverages, amounts of insurance and limits that you have selected.

We, us and our means the company named on the Declarations Page.

You, your and yours means the person named on the Declarations Page and that person's **family member**.

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06  
Dwelling Fire Three Policy Owner Occupied –  
Form 11002 03/06

Narrative

Basics Dwelling Policy – Form 20000 01/93

In SECTION II — Your Liability Coverages, with respect to animals or watercraft to which this policy applies, you also means any person or organization legally responsible for these animals or watercraft that are owned by any of you. But you 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 owners.

In SECTION II — Your Liability Coverages, you also means persons employed by any of you and other persons while they are using a vehicle, to which this policy applies, on your **premises** and with the consent of any of you.

Added language since the policy now contains liability coverage

Moved to Section I – Insured Perils – first paragraph – no change in intent

We provide insurance only for covered losses which occur during the Policy Period shown on the Declarations Page.

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06  
Dwelling Fire Three Policy Owner Occupied –  
Form 11002 03/06

Narrative

Basics Dwelling Policy – Form 20000 01/93

**Definitions**

**Actual cash value** means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean:

1. The rental, or holding for rental, of part of your **premises** for use as a dwelling, unless the rental is to three or more roomers or boarders;
2. The rental, or holding for rental, of part of your **premises** as a private garage; or
3. Incidental farming operations conducted on your **premises** unless the gross income from these operations is more than \$5,000 a year.

No change

Deleted "or any resident of your dwelling" resulting in a broadening of coverage

We deleted "office, school or studio" to reinforce our intent to insure residences

Broadened coverage by excluding incidental farming from the definitions of business

**DEFINITIONS**

**Actual cash value** means the amount it would cost to repair or replace covered property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you or any resident of your dwelling.

**Business** means:

Any full or part-time trade, profession or occupation.

But **business** does not mean:

1. the rental or holding for rental of part of your **premises** for use as a dwelling, unless the rental is to three or more roomers or boarders;
2. the rental or holding for rental of part of your **premises** as a private garage, office, school or studio.

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06  
Dwelling Fire Three Policy Owner Occupied –  
Form 11002 03/06

Narrative

Basics Dwelling Policy – Form 20000 01/93

**Earth movement** means all of the following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

**Family member** means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

**Medical expenses** means reasonable charges for:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

Moved definition from the exclusion section

No change in intent

No change in intent

**Family member** means a person who resides in your household and is related to you by blood, marriage or adoption. This includes a ward or a foster child.

**Medical expenses** means reasonable charges for:

medical;  
surgical;  
x-ray;  
dental;  
ambulance;  
hospital;  
professional nursing;  
recognized religious methods of healing;  
prosthetic devices; or  
funeral services.

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06  
Dwelling Fire Three Policy Owner Occupied –  
Form 11002 03/06

Narrative

Basics Dwelling Policy – Form 20000 01/93

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

No change

No change in intent – simply re-formatted

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means your:

- dwelling;
- grounds;
- garages;
- carports;
- tool sheds; or
- other structures usual to your use of the dwelling;

as long as they are located on the same **premises** as the dwelling shown on the Declarations Page.

**Premises** also includes:

- sidewalks and driveways adjacent to your dwelling;
- vacant land;
- land on which a one or two family dwelling is being built for your personal use;
- premises** not owned by you but in which you temporarily live;
- cemetery plots; or
- burial vaults.

But **premises** does not include:

- structures rented or used for farm or **business** use;
- and land used for commercial farming.

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For purposes of SECTION II — Your Liability Coverages, **premises** also means:

1. Vacant land, other than farm land, owned by or rented to any of you.
2. Land on which a one-family or two-family dwelling is being built for your personal use.
3. Premises not owned by you but in which you live temporarily.
4. Your cemetery plots and burial vaults.
5. Any part of a premises occasionally rented to you for other than **business** use.

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

No change

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use caused by an accident.

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**Replacement cost means:**

Coverage A - Dwelling  
Coverage B - Other Structures

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality using conventional materials and construction methods which are available at the time of the loss.

But **replacement cost** does not mean loss, damage or increased loss caused by enforcement of any governmental requirement regulating construction, repair, occupancy, renovation or remodeling.

Coverage C - Personal Property

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality.

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

Added definition of Replacement Cost

No change

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

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**Policy Conditions**

1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Personal Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

No change in original intent

**CONDITIONS**

- 1. **Insurable Interest, Amount of Insurance, and Limits of Liability.** Regardless of the number of people who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:
  - a. the interest of a person insured; or
  - b. the applicable Amount of Insurance.

The insuring of more than one person by this policy does not increase our liability limit(s).

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2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.

Added condition to reinforce original intent

3. **Concealment or Fraud.** The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:

No change in intent

- a. Intentionally conceal or misrepresent any material fact or circumstance;
- b. Engage in fraudulent conduct; or
- c. Make false statements.

2. **Concealment or Fraud.** The entire policy will be void if any of you:
- a. intentionally conceal or misrepresent any material fact or circumstance;
  - b. engage in fraudulent conduct; or
  - c. make false statements;

whether before or after a loss or claim relating to this insurance.

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4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

No change in intent

3. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

When you have a loss, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect your dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

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We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

No change in intent

We may require that you file with us a notarized statement of loss within 90 days after the loss or damage. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses for others or Emergency Repairs to your dwelling, other structures or personal property necessary to protect them from further loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

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5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

No change

Added paragraph to reinforce original intent

4. **Appraisals—Your Alternative To Our Proposed Settlement.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to an umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

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6. **Other Insurance.**

a. SECTION I — Your Property Coverages

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

b. SECTION II — Your Liability Coverages

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the limits that apply in this policy.

c. SECTION I — Your Property Coverages

SECTION II — Your Liability Coverages

If at the time of loss or accident, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

No change

Liability coverage now on an excess basis

5. **Other Insurance.** If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

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7. **Our Right to Recover From Others.** After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.

No change

Added reference to Appraisal condition to reinforce original intent

6. **Our Right to Recover From Others.** After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss or damage. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

7. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. Suit must be brought within one year after the loss or damage occurs.

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9. **Mortgagee.** An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.

No change

8. **Mortgagee.** An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. pay upon demand any premium due if any of you fail to do so.
- c. notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. give us the mortgagee's right of recovery against any party liable for loss.
- e. after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

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- d. Give us the mortgagee’s right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgage interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

No change

9. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

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- 11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
- 12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
- 13. **Abandoned Property.** We are not obliged to accept abandoned property.
- 14. **No Benefit to Bailee.** This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

No change

No change

No change

No change

10. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.

11. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.

12. **Abandoned Property.** We are not obliged to accept abandoned property.

13. **No Benefit to Bailee.** This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

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15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation, or building code.

No change in intent

14. **Inspections and Credit Reports.** We are permitted, but not obligated, to inspect your property and/or order a credit report. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule or regulation.

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

Added new condition

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

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Moved to state required change form

15. **Cancellation.** You may cancel your policy by returning the policy to us or by mailing to us a written notice telling us the advance date cancellation is to be effective. If a mortgagee is named on the Declarations Page, we will mail written notice to the mortgagee ten days prior to cancellation of the mortgagee's interest in this policy.

We may cancel this policy for any reason during the first 60 days we insure you. After the first 60 days we may cancel your policy if:

- a. the risk has changed substantially since the policy was issued; or
- if you or your representative:
  - b. conceal, omit or misrepresent any material facts or circumstances; or
  - c. make a false or fraudulent claim; or
  - d. have not paid the premium.

We will mail a cancellation notice to you at least 30 days (10 days if you have not paid the premium) before this policy is cancelled. We will mail a cancellation notice to your last address known to us or your agent. We will also give the same notice to your mortgagee.

Your mortgagee may cancel this policy if your dwelling has been foreclosed or the mortgagee has otherwise acquired ownership of it. The mortgagee may then cancel this on behalf of all parties who have an interest insured by this policy and upon surrender of the policy.

If there is any refund of premium due you, we will compute any return premium according to our manual. We will mail it to you with your cancellation notice or as soon as possible after we mail the notice. If we or your mortgagee cancel this policy, we will calculate any return premium on a pro rata basis. If you cancel, we will calculate any return on a pro rata basis, subject to any Minimum Earned Premium shown on the Declarations Page.

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Moved to state required change form

Moved to state required change form

16. **Renewal.** We agree to offer to renew your policy unless we mail to you, at least 45 days but not more than 60 days before the ending policy term date shown on the Declarations Page, written notice of our intention not to renew this policy.

17. **Automatic Termination.** If we offer to renew or continue this policy, but you or your representatives do not accept our offer, then this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

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Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

**Insuring Agreement**

With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

No change in intent

No change in intent

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **BOLD FACED TYPE** have special meaning. Refer to the **DEFINITIONS**.

**INSURING AGREEMENT**

With your payment of the premium, we agree to provide the insurance you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. The Declarations Page is a separate enclosed page and is the part of this policy which lists the coverages, amounts of insurance and limits that you have selected.

We, us and our means the company named on the Declarations Page.

You, your and yours means the person named on the Declarations Page and that person's **family member**.

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Dwelling Fire Three Policy Landlord –  
Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
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In SECTION II — Your Liability Coverages, you, your, and yours also means any employees of the person, persons or organization named on the Declarations Page for acts that occur on the premises and are within the course of their employment.

Added paragraph due to inclusion of liability wording in base policy

We provide insurance only for covered losses which occur during the Policy Period shown on the Declarations Page.

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**Definitions**

**Actual cash value** means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

No change

Deleted "or any resident of your dwelling" resulting in a broadening of coverage

Amended definition due to this new policy being marketed to landlord and vacant properties only

**DEFINITIONS**

**Actual cash value** means the amount it would cost to repair or replace covered property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

**Bodily injury** means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you or any resident of your dwelling.

**Business means:**

Any full or part-time trade, profession or occupation.

But **business** does not mean:

1. the rental or holding for rental of part of your **premises** for use as a dwelling, unless the rental is to three or more roomers or boarders;
2. the rental or holding for rental of part of your **premises** as a private garage, office, school or studio.

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<p><b>Earth movement</b> means all of the following items whether arising out of any act of nature or human activity:</p> <ol style="list-style-type: none"> <li>1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;</li> <li>2. Landslide;</li> <li>3. Mudflow;</li> <li>4. Earth sinking, rising or shifting; or</li> <li>5. Mine subsidence.</li> </ol>	<p>Moved definition from the exclusion section</p>	
<p><b>Family member</b> means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.</p>	<p>No change in intent</p>	<p><b>Family member</b> means a person who resides in your household and is related to you by blood, marriage or adoption. This includes a ward or a foster child.</p>
<p><b>Medical expenses</b> means reasonable charges for:</p> <ol style="list-style-type: none"> <li>1. Medical;</li> <li>2. Surgical;</li> <li>3. X-ray;</li> <li>4. Dental;</li> <li>5. Ambulance;</li> <li>6. Hospital;</li> <li>7. Professional nursing;</li> <li>8. Recognized religious methods of healing;</li> <li>9. Prosthetic devices; or</li> <li>10. Funeral services.</li> </ol>	<p>No change in intent</p>	<p><b>Medical expenses</b> means reasonable charges for:          medical;          surgical;          x-ray;          dental;          ambulance;          hospital;          professional nursing;          recognized religious methods of healing;          prosthetic devices; or          funeral services.</p>

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Form 11001 03/06  
Dwelling Fire Three Policy Landlord –  
Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
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**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

No change

No change in intent – simply re-formatted

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

**Premises** means your:

- dwelling;
- grounds;
- garages;
- carports;
- tool sheds; or
- other structures usual to your use of the dwelling;

as long as they are located on the same **premises** as the dwelling shown on the Declarations Page.

**Premises** also includes:

- sidewalks and driveways adjacent to your dwelling;
- vacant land;
- land on which a one or two family dwelling is being built for your personal use;
- premises** not owned by you but in which you temporarily live;
- cemetery plots; or
- burial vaults.

But **premises** does not include:  
structures rented or used for farm or **business** use;  
and land used for commercial farming.

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Dwelling Fire One Policy Vacant or Unoccupied –  
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**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

No change

**Property damage** means direct physical damage or destruction of tangible property of others, including loss of its use caused by an accident.

Narrative

Basics Dwelling Policy – Form 20000 01/93

**Replacement cost means:**

Coverage A - Dwelling

Coverage B - Other Structures

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality using conventional materials and construction methods which are available at the time of the loss.

But **replacement cost** does not mean loss, damage or increased loss caused by enforcement of any governmental requirement regulating construction, repair, occupancy, renovation or remodeling.

Coverage C - Personal Property

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality.

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

Added definition of Replacement Cost

No change

**Residence employee** means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

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**Policy Conditions**

1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Premises Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

No change in original intent

**CONDITIONS**

1. **Insurable Interest, Amount of Insurance, and Limits of Liability.** Regardless of the number of people who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:
- a. the interest of a person insured; or
  - b. the applicable Amount of Insurance.

The insuring of more than one person by this policy does not increase our liability limit(s).

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<p>2. <b>Joint Obligations.</b> The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.</p>	<p>Added condition to reinforce original intent</p>	
<p>3. <b>Concealment or Fraud.</b> The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:</p> <ul style="list-style-type: none"> <li>a. Intentionally conceal or misrepresent any material fact or circumstance;</li> <li>b. Engage in fraudulent conduct; or</li> <li>c. Make false statements.</li> </ul>	<p>No change in intent</p>	<p>2. <b>Concealment or Fraud.</b> The entire policy will be void if any of you:</p> <ul style="list-style-type: none"> <li>a. intentionally conceal or misrepresent any material fact or circumstance;</li> <li>b. engage in fraudulent conduct; or</li> <li>c. make false statements;</li> </ul> <p>whether before or after a loss or claim relating to this insurance.</p>

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4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

No change in intent

3. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

When you have a loss, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect your dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

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We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

No change in intent

We may require that you file with us a notarized statement of loss within 90 days after the loss or damage. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses for others or Emergency Repairs to your dwelling, other structures or personal property necessary to protect them from further loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

Dwelling Fire One Policy Landlord –  
Form 11001 03/06  
Dwelling Fire Three Policy Landlord –  
Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

Narrative

Basics Dwelling Policy – Form 20000 01/93

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

No change

Added paragraph to reinforce original intent

4. **Appraisals—Your Alternative To Our Proposed Settlement.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to an umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

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Form 11001 03/06  
Dwelling Fire Three Policy Landlord –  
Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

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Basics Dwelling Policy – Form 20000 01/93

**6. Other Insurance.**

**a. SECTION I — Your Property Coverages**

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

**b. SECTION II — Your Liability Coverages**

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the limits that apply in this policy.

**c. SECTION I — Your Property Coverages**

**SECTION II — Your Liability Coverages**

If at the time of loss or accident, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

No change

Liability coverage now on an excess basis

**5. Other Insurance.** If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

Narrative

Basics Dwelling Policy – Form 20000 01/93

7. **Our Right to Recover From Others.** After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.

No change

Added reference to Appraisal condition to reinforce original intent

6. **Our Right to Recover From Others.** After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss or damage. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

7. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. Suit must be brought within one year after the loss or damage occurs.

Narrative

Basics Dwelling Policy – Form 20000 01/93

9. **Mortgagee.** An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.

No change

8. **Mortgagee.** An insured loss will be payable to the mortgagee(s) named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. pay upon demand any premium due if any of you fail to do so.
- c. notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. give us the mortgagee's right of recovery against any party liable for loss.
- e. after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

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- d. Give us the mortgagee’s right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

No change

9. **Changes in Your Policy.** If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

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Form 11001 03/06  
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Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

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11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.

No change

10. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.

12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.

No change

11. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.

13. **Abandoned Property.** We are not obliged to accept abandoned property.

No change

12. **Abandoned Property.** We are not obliged to accept abandoned property.

14. **No Benefit to Bailee.** This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

No change

13. **No Benefit to Bailee.** This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

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Dwelling Fire Three Policy Landlord –  
Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
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15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation, or building code.

No change in intent

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

Added new condition

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

14. **Inspections and Credit Reports.** We are permitted, but not obligated, to inspect your property and/or order a credit report. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule or regulation.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

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 Dwelling Fire Three Policy Landlord –  
 Form 11003 03/06  
 Dwelling Fire One Policy Vacant or Unoccupied –  
 Form 11004 03/06

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Moved to state required change form

15. **Cancellation.** You may cancel your policy by returning the policy to us or by mailing to us a written notice telling us the advance date cancellation is to be effective. If a mortgagee is named on the Declarations Page, we will mail written notice to the mortgagee ten days prior to cancellation of the mortgagee's interest in this policy.

We may cancel this policy for any reason during the first 60 days we insure you. After the first 60 days we may cancel your policy if:

- a. the risk has changed substantially since the policy was issued; or
- if you or your representative:
- b. conceal, omit or misrepresent any material facts or circumstances; or
- c. make a false or fraudulent claim; or
- d. have not paid the premium.

We will mail a cancellation notice to you at least 30 days (10 days if you have not paid the premium) before this policy is cancelled. We will mail a cancellation notice to your last address known to us or your agent. We will also give the same notice to your mortgagee.

Your mortgagee may cancel this policy if your dwelling has been foreclosed or the mortgagee has otherwise acquired ownership of it. The mortgagee may then cancel this on behalf of all parties who have an interest insured by this policy and upon surrender of the policy.

If there is any refund of premium due you, we will compute any return premium according to our manual. We will mail it to you with your cancellation notice or as soon as possible after we mail the notice. If we or your mortgagee cancel this policy, we will calculate any return premium on a pro rata basis. If you cancel, we will calculate any return on a pro rata basis, subject to any Minimum Earned Premium shown on the Declarations Page.

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Dwelling Fire One Policy Vacant or Unoccupied –  
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Moved to state required change form

16. **Renewal.** We agree to offer to renew your policy unless we mail to you, at least 45 days but not more than 60 days before the ending policy term date shown on the Declarations Page, written notice of our intention not to renew this policy.

Moved to state required change form

17. **Automatic Termination.** If we offer to renew or continue this policy, but you or your representatives do not accept our offer, then this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06

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Basics One Dwelling Coverage Grant –  
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**SECTION I — Your  
Property Coverages**

**Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

No change

Broadened "But we do not insure" to reinforce intent that certain property is insured under Coverage B only

Added language regarding stabilizing land to reinforce original intent

Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy

**SECTION I--YOUR PROPERTY COVERAGES**

**COVERAGE A — DWELLING**

We insure:

1. your dwelling described on the Declarations Page;
2. materials and supplies located on or immediately adjacent to your premises for use in the construction, alteration or repair of the dwelling or other structures on your premises; or
3. any structure you own on your premises which is attached to your dwelling.

But we do not insure land, including land on which your dwelling is located. We do not insure dwellings used in whole or in part for **business**.

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**Coverage B — Other Structures**

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

No change

Added language regarding stabilizing land to reinforce original intent

Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy

**COVERAGE B — OTHER STRUCTURES**

We insure:

1. other structures you own on your premises which are separated from your dwelling; or
2. structures connected to your dwelling by only a fence, utility line or similar connection.

But we do not insure land, including land on which the other structures are located. We do not insure other structures used in whole or in part for business or farming purposes.

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**Coverage C — Personal Property**

We insure personal property owned or used by any of you while it is on your **premises**. We insure personal property owned or used by any of you while away from your **premises** for up to 10% of the Personal Property Amount of Insurance shown on the Declarations Page for Coverage C. Such insurance does not increase the Personal Property Amount of Insurance.

If you request it, we will insure personal property owned by a guest while the property is on the part of your **premises** occupied by any of you.

But we do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors. But we do insure model or hobby aircraft not used or designed to carry people or cargo.
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors.

No change

Broadened coverage

Broadened coverage – now insure model and hobby aircraft

No change in intent

**COVERAGE C — PERSONAL PROPERTY**

We insure personal property owned or used by any of you while it is on your **premises**. We also insure personal property away from your **premises** anywhere in the world for up to 10% of the Personal Property Amount of Insurance. Such insurance does not increase the Personal Property Amount of Insurance.

But we do not insure:

3. aircraft or any aircraft parts;
5. watercraft and watercraft parts, including trailers and motors. This includes:
  - a. equipment and accessories; and
  - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of watercraft or all other motorized land conveyances, including:
    - (1) accessories or antennas; and
    - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the watercraft.

Dwelling Fire One Policy Owner Occupied – Form 11000 03/06	Narrative	Basics One Dwelling Coverage Grant – Form 20001 01/93
<p>3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.</p> <p>We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are:</p> <ul style="list-style-type: none"> <li>a. Not subject to motor vehicle registration and that are used solely for maintenance of your premises;</li> <li>b. Designed for assisting the handicapped.</li> </ul>	<p>Reinforce original intent not to cover golf carts and recreational vehicles</p>	<p>4. motor vehicles, motor vehicle parts, recreational motor vehicles, and all other motorized land conveyances.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>a. equipment and accessories; and</li> <li>b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including: <ul style="list-style-type: none"> <li>(1) accessories or antennas; and</li> <li>(2) tapes, wires, records, discs or other media for use with any such device or instrument;</li> </ul> </li> </ul> <p>while in or upon the vehicle or conveyance.</p> <p>But we do insure vehicles or conveyances which are not subject to motor vehicle registration and which are:</p> <ul style="list-style-type: none"> <li>a. usual to the maintenance of your premises; or</li> <li>b. designed for assisting the handicapped;</li> </ul>
<p>4. Property separately described and specifically insured in this or any other insurance policy.</p>	<p>No change</p>	<p>9. property separately described and specifically insured in this or any other insurance policy;</p>
<p>5. Camper bodies or trailers.</p>	<p>No change</p>	<p>10. camper bodies or trailers;</p>
<p>6. Property held as a sample or for sale or delivery after sale.</p>	<p>No change</p>	<p>11. property held as a sample or for sale or delivery after sale;</p>

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<p>7. Data stored on any media including data stored in:</p> <ul style="list-style-type: none"> <li>a. Paper records;</li> <li>b. Electronic data processing tapes, discs or other software media; or</li> <li>c. Computer related equipment.</li> </ul> <p>We do insure the cost of pre-recorded computer programs available on the retail market.</p>	<p>No change in intent</p>	<p>6. data stored on any media including data stored in:</p> <ul style="list-style-type: none"> <li>a. paper records; or</li> <li>b. electronic data processing tapes, discs or other software media.</li> </ul>
<p>8. Grave markers.</p>	<p>No change</p>	<p>8. grave markers;</p>
<p>9. <b>Business</b> property owned by or in the possession of any of you or your <b>residence employee</b>.</p>	<p>No change</p>	<p>12. <b>business</b> property owned by or in the possession of any of you or your <b>residence employee</b>;</p>
<p>10. Accounts, bills, bullion, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps.</p>	<p>No change in intent</p>	<p>1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;</p>

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<p>11. Coins, currency, bank notes and money whether in the form of cash, scrip, or any electronic equivalent.</p> <p>12. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds.</p> <p>13. Materials and supplies for use in the construction or repair of the dwelling or other structures.</p> <p>14. Animals including birds or fish.</p> <p>15. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.</p>	<p>No change</p> <p>Added wording to recognize new technology</p> <p>Added provision to reinforce intent that construction materials are insured under Coverage A and Coverage B</p> <p>No change</p> <p>Moved from "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy</p> <p>No replacement</p>	<p>7. credit cards or fund transfer cards;</p> <p>2. animals including birds and fish;</p> <p>13. property of any tenants not related to any of you.</p>

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<p><b>Coverage D -- Loss Of Rents</b></p> <p>If an insured loss occurs at that part of your <b>premises</b> that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from that insured loss while the rented part of the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.</p> <p>We will pay loss of normal rents only for the shortest time needed to make that part of your <b>premises</b> that you rent to others or that you hold for rent habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.</p> <p>If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.</p> <p>We will not pay expenses due to cancellation of any lease or written or oral agreement.</p> <p>The periods of time are not limited by the expiration of this policy.</p> <p>No deductible will apply to this coverage.</p>	<p>No change</p> <p>Added to describe settlement methods</p> <p>No change</p> <p>No change</p> <p>No change</p> <p>No change</p>	<p><b>COVERAGE E — LOSS OF RENTS</b></p> <p>If an insured loss occurs at the part of your <b>premises</b> that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from an insured loss while the rented part of the <b>premises</b> is not fit to live in or use, less charges and expenses which do not continue during that time. We will pay this loss of normal rents only for the shortest time needed to make the rented part habitable.</p> <p>If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your <b>premises</b>.</p> <p>We do not pay expenses due to cancellation of any lease or written or oral agreement.</p> <p>The periods of time are not limited by the expiration of this policy.</p> <p>No deductible will apply to this coverage.</p>

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**Coverage E — Additional Living Expenses**

If an insured loss makes your **premises** not fit to live in, we will pay the actual, reasonable and necessary increase in your living expense to maintain your normal standard of living while you live elsewhere. We will pay for the shortest time needed:

1. To repair or replace the damaged property; or
2. For you to permanently relocate.

The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage E.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay reasonable additional living expenses for up to two weeks should civil authorities prohibit occupancy of your **premises**.

This period of time will not be shortened by the expiration of this policy.

We will not pay for expense due to the cancellation of a lease or agreement.

No deductible will apply to this coverage.

No change

Added paragraph to reinforce original intent

No change

No change

No change

No change

**COVERAGE D — ADDITIONAL LIVING EXPENSES**

If an insured loss makes your **premises** not fit to live in, we will pay the reasonable and necessary increase in your living expense to maintain your normal standard of living while you live elsewhere. We will pay for the shortest time needed:

1. to repair or replace the damaged property; or
2. for you to permanently relocate.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay reasonable additional living expenses for up to two weeks should civil authorities prohibit occupancy of your **premises**.

This period of time will not be shortened by the expiration of this policy.

We will not pay for expense due to the cancellation of a lease or agreement.

No deductible will apply to this coverage.



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<p>2. <b>Emergency Repairs After Loss.</b> We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.</p> <p>This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.</p> <p>No deductible will apply to this coverage.</p> <p>3. <b>Emergency Removal of Personal Property.</b> We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your <b>premises</b> because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 30 days while the property is removed from your <b>premises</b>.</p> <p>This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.</p> <p>No deductible will apply to this coverage.</p>	<p>No change</p> <p>Broadened number of days from 5 to 30</p>	<p>2. <b>Emergency Repairs After Loss.</b> We will pay any actual reasonable and necessary expenses for emergency repairs incurred in protecting your dwelling, other structures and personal property from further damage if the damage was caused by an Insured Peril. No deductible will apply.</p> <p>This coverage does not change the Amount of Insurance that applies to the property being protected.</p> <p>3. <b>Emergency Removal of Personal Property.</b> We cover your insured personal property against direct loss from any cause while being removed from your <b>premises</b> because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 5 days while the property is removed from your <b>premises</b>. No deductible will apply.</p> <p>This coverage does not change the Amount of Insurance that applies to the property being removed.</p>

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<p>4. <b>Fire Department Service Charge</b> (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.</p> <p>No deductible will apply to this coverage.</p> <p><b>SECTION I — Insured Perils</b></p> <hr/> <p>We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling, Coverage B — Other Structures and Coverage C — Personal Property. The loss must occur during the policy period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.</p> <ol style="list-style-type: none"> <li>1. Fire.</li> <li>2. Lightning.</li> </ol>	<p>No change</p> <p>Reinforces policy requirement that all losses must be both sudden and accidental</p>	<p>4. <b>Fire Department Service Charge.</b> We will pay up to \$500 for fire department charges incurred when the fire department is called to save or protect insured property from an Insured Peril.</p> <p>No deductible will apply</p> <p><b>SECTION I — INSURED PERILS</b></p> <p>We insure risk of direct physical loss to the property described in Coverage A, Coverage B and Coverage C caused by any of the following perils unless the loss is excluded elsewhere in this policy:</p> <ol style="list-style-type: none"> <li>1. Fire.</li> <li>2. Lightning.</li> </ol>

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3. Windstorm or Hail.

But we do not insure loss to:

- a. The inside of the dwelling or other structures or to the property that is in it caused by rain, hail, snow, sand, sleet, wind-driven water or dust unless the dwelling or other structures are first damaged by the direct force of wind or hail, creating an opening through which the rain, hail, snow, sand, sleet, wind-driven water or dust enters.
- b. Signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors.

No change in intent

4. Explosion.

But we do not insure loss caused by:

- a. Bursting of water pipes;
- b. Breakage or operation of pressure relief devices; or
- c. Explosion of steam boilers or steam pipes.

No change in intent

3. Windstorm or Hail

But we do not insure:

- a. damage to the inside of the building or loss to property in your dwelling or other structure caused by rain, snow, sand, sleet, wind-driven water or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, wind-driven water or dust enters.
- b. loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.

But we do not insure:

- a. a bursting of water pipes;
- b. breakage or operation of pressure relief devices; or
- c. explosion of steam boilers or steam pipes.

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<p>5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.</p>	<p>No change</p>	<p>5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.</p>
<p>6. Aircraft, including self-propelled missiles and spacecraft.</p>	<p>No change</p>	<p>6. Aircraft, including self-propelled missiles and spacecraft.</p>
<p>7. Vehicles. But we do not insure any loss:</p> <ul style="list-style-type: none"> <li>a. Caused by vehicles owned or operated by any of you or any resident of the dwelling; or</li> <li>b. To fences, driveways and sidewalks caused by any vehicles.</li> </ul>	<p>No change in intent</p>	<p>7. Vehicles. But we do not insure:</p> <ul style="list-style-type: none"> <li>a. damage caused by vehicles owned or operated by any of you or any resident of your dwelling; or</li> <li>b. damage caused by any vehicles to fences, driveways and sidewalks.</li> </ul>



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<p>b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your <b>premises</b>;</p> <p>c. Loss to glass or safety glazing material installed in or attached to the building other than glass building blocks; or</p> <p>d. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.</p>	<p>No change in intent</p> <p>No change in intent</p> <p>No change in intent</p>	<p>b. loss or damage caused by, resulting from, contributed to or aggravated by intentional acts of any of you, or of any tenant(s), or of any roomers and boarders of your <b>premises</b>.</p> <p>d. loss or damage to glass or safety glazing material installed in or attached to the building other than glass building blocks.</p> <p>a. loss or damage to personal property on your <b>premises</b> if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. A building being constructed is not considered vacant.</p> <p>c. loss or damage caused by pilferage, theft, burglary or larceny. But we will pay for damage to your dwelling or other structures caused by burglars.</p>
<p>These exceptions do not apply to ensuing loss caused by fire or explosion.</p>	<p>Broadened coverage</p>	

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**SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.
2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

No change in intent

No change in intent

No change in intent

Broadened coverage

**SECTION I — EXCLUSIONS**

We do not insure loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Loss or damage intentionally caused by any of you or performed at any of your direction.
4. Loss or damage caused by enforcement of any governmental requirement regulating:
  - a. construction;
  - b. confiscation;
  - c. repair;
  - d. demolition;
  - e. sale;
  - f. occupancy;
  - g. seizure;
  - h. renovation; or
  - i. remodeling.

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<p>3. Loss caused by an illegal activity, trade or <b>business</b> being conducted with or without your knowledge by any of you or any resident of your <b>premises</b> whether or not the person conducting the activity, trade, or <b>business</b> is convicted by a criminal court.</p> <p>4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution</p> <p>5. Loss caused by:</p> <p>a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of <b>pollutants</b>.</p> <p>b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize <b>pollutants</b>.</p>	<p>No change in intent</p> <p>No change</p> <p>No change in intent</p>	<p>5. Loss or damage caused directly or indirectly by an illegal activity, trade or <b>business</b> being conducted on or off your <b>premises</b> by any of you or any resident of your <b>premises</b>, or which is being conducted with the knowledge of either any of you or any resident of your <b>premises</b>.</p> <p>8. Loss or damage due to war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.</p> <p>9. Loss or damage due to:</p> <p>a. the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of <b>pollutants</b> at or from your <b>premises</b>.</p> <p>b. loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize <b>pollutants</b>.</p>

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<p>6. Loss caused by volcanic eruption.</p> <p>7. Loss caused by:</p> <p>a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;</p> <p>b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or</p> <p>c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.</p> <p>This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change</p> <p>Added additional terms to reinforce original intent</p> <p>Reinforced water exclusion by adding the words "regardless of its source"</p> <p>Added paragraph to reinforce original intent</p>	<p>11. Loss or damage due to volcanic eruption.</p> <p>2. Loss or damage caused by:</p> <p>a. flood water, surface water, waves, tidal water or overflow of a body of water. We do not insure loss or damage caused by spray from any of these whether or not driven by wind;</p> <p>b. water or sewage which backs up through sewers or drains or which overflows from a sump; or</p> <p>c. water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, foundation, sidewalk, driveway or swimming pool.</p> <p>But we do insure direct loss caused by fire or explosion that results from water damage.</p>

Dwelling Fire One Policy Owner Occupied – Form 11000 03/06	Narrative	Basics One Dwelling Coverage Grant – Form 20001 01/93
<p>8. Loss caused by power, heating or utility failure or interruption unless the failure or interruption results from direct physical damage to power or utility equipment on your <b>premises</b> caused by an Insured Peril.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p> <p>9. Loss caused by any <b>business</b> activity being conducted with or without your knowledge by any of you or any resident of your <b>premises</b>.</p>	<p>Broadened coverage</p> <p>New exclusion</p> <p>Not an insured peril – deleted exclusion</p> <p>Not an insured peril – deleted exclusion</p> <p>No replacement</p>	<p>6. Loss or damage caused by power, heating or utility failure or interruption unless the failure or interruption results from direct physical damage to power or utility equipment on your <b>premises</b> caused by an Insured Peril.</p> <p>3. Loss or damage resulting from earth movement, meaning:</p> <ul style="list-style-type: none"> <li>a. earthquake, including land shock waves or tremors before, during or after volcanic eruption;</li> <li>b. landslide;</li> <li>c. mudflow;</li> <li>d. earth sinking, rising or shifting;</li> <li>e. mine subsidence.</li> </ul> <p>But we will pay for direct loss by fire or explosion which results from any of these.</p> <p>7. Loss or damage due to nuclear reaction, radiation or radioactive contamination. But we do insure direct loss by fire resulting from nuclear hazard.</p> <p>10. Loss or damage to lawns, plants, shrubs or trees outside of buildings.</p>

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**SECTION I — Our  
Payment Methods**

**Coverage A — Dwelling**

**Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

**Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to your dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

Amended payment methods for total losses from actual cash value to agreed loss

No change in intent

**SECTION I — OUR PAYMENT METHODS  
COVERAGE A — DWELLING,  
COVERAGE B — OTHER STRUCTURES, AND  
COVERAGE C — PERSONAL PROPERTY**

The amount we pay for loss of or damage to your dwelling, other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of your property immediately before the loss and its **actual cash value** immediately after the loss; or
2. **Actual cash value** of your property at the time of the loss; or
3. The amount required to repair or replace the property; or
4. The Amount of Insurance shown on the Declarations Page.

The damage to your dwelling will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

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

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We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the dwelling will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

**Coverage B — Other Structures**  
**Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

No change in intent

Added paragraph to reinforce original intent

No change in intent

No change in intent

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Basics One Dwelling Coverage Grant –  
Form 20001 01/93

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

No change in intent

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

Added paragraph to reinforce original intent

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

No change in intent

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**Payment Methods — Specific Losses**

**Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

**Glass Replacement**

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

**Deductible**

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

No change

No change

Deductible no longer applies to Coverage A Total Losses unless stated elsewhere in the policy

**PAYMENT METHODS — SPECIFIC LOSSES**

**Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

**Glass Replacement**

We will pay for loss or damage to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

**DEDUCTIBLE**

Any loss or damage will be subject to the deductible shown on the Declarations Page or elsewhere in this policy unless stated otherwise.

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Form 11001 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

Narrative

Basics One Dwelling Coverage Grant –  
Form 20001 01/93

**SECTION I — Your  
Property Coverages**

**Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

No change

Broadened "But we do not insure" to reinforce intent that certain property is insured under Coverage B only

Added language regarding stabilizing land to reinforce original intent

Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy

**SECTION I—YOUR PROPERTY COVERAGES**

**COVERAGE A — DWELLING**

We insure:

1. your dwelling described on the Declarations Page;
2. materials and supplies located on or immediately adjacent to your premises for use in the construction, alteration or repair of the dwelling or other structures on your premises; or
3. any structure you own on your premises which is attached to your dwelling.

But we do not insure land, including land on which your dwelling is located. We do not insure dwellings used in whole or in part for business.

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Form 11001 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

Narrative

Basics One Dwelling Coverage Grant –  
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**Coverage B -- Other Structures**

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

No change

Added language regarding stabilizing land to reinforce original intent

Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy

**COVERAGE B — OTHER STRUCTURES**

We insure:

1. other structures you own on your premises which are separated from your dwelling; or
2. structures connected to your dwelling by only a fence, utility line or similar connection.

But we do not insure land, including land on which the other structures are located. We do not insure other structures used in whole or in part for business or farming purposes.

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Form 11001 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

Narrative

Basics One Dwelling Coverage Grant –  
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**Coverage C — Personal Property**

We insure:

1. Furnishings and appliances;
2. Machinery, tools, and equipment; and
3. Leased personal property for which you have a contractual liability for loss.

But we insure this property only if it is:

1. Necessary for the residential occupancy of the dwelling described on the Declarations Page;
2. In or on the dwelling described on the Declarations Page;
3. In the open within 100 feet of the dwelling described on the Declarations Page; or
4. In or on any other structures described on the Declarations Page.

We do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors;

Reductions in the kinds of personal property insured reflecting use of this policy to insure landlords

No change in intent

**COVERAGE C — PERSONAL PROPERTY**

We insure personal property owned or used by any of you while it is on your **premises**. We also insure personal property away from your **premises** anywhere in the world for up to 10% of the Personal Property Amount of Insurance. Such insurance does not increase the Personal Property Amount of Insurance.

But we do not insure:

3. aircraft or any aircraft parts;

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2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors;

No change in intent

5. watercraft and watercraft parts, including trailers and motors. This includes:  
a. equipment and accessories; and  
b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of watercraft or all other motorized land conveyances, including:  
(1) accessories or antennas; and  
(2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the watercraft.

3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

Reinforce original intent not to cover golf carts and recreational vehicles

4. motor vehicles, motor vehicle parts, recreational motor vehicles, and all other motorized land conveyances.

This includes:

a. equipment and accessories; and  
b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:  
(1) accessories or antennas; and  
(2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are not subject to motor vehicle registration and that are used solely for maintenance of your premises.

Limited Coverage provided for vehicles or conveyances only if they are used solely for the maintenance of your premises. Eliminated vehicles or conveyances for handicapped.

But we do insure vehicles or conveyances which are not subject to motor vehicle registration and which are:

a. usual to the maintenance of your premises; or  
b. designed for assisting the handicapped;

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<p>4. Property separately described and specifically insured in this or any other insurance policy;</p>	<p>No change</p>	<p>9. property separately described and specifically insured in this or any other insurance policy;</p>
<p>5. Camper bodies or trailers;</p>	<p>No change</p>	<p>10. camper bodies or trailers;</p>
<p>6. Property held as a sample or for sale or delivery after sale; or</p>	<p>No change</p>	<p>11. property held as a sample or for sale or delivery after sale;</p>
<p>7. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.</p>	<p>Moved from "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy</p>	

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Deleted since we state the property  
insured under Coverage C

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals including birds and fish;
6. data stored on any media including data stored in:
  - a. paper records; or
  - b. electronic data processing tapes, discs or other software media.
7. credit cards or fund transfer cards;
8. grave markers;
12. **business** property owned by or in the possession of any of you or your **residence employee**;
13. property of any tenants not related to any of you.

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**Coverage D — Loss Of Rents**

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of normal rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make the dwelling habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

No change

Added to describe settlement methods

No change

No change

No change

No change

Loss of Rents is not contained in  
Form 11004 03/06.

**COVERAGE E — LOSS OF RENTS**

If an insured loss occurs at the part of your premises that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from an insured loss while the rented part of the premises is not fit to live in or use, less charges and expenses which do not continue during that time. We will pay this loss of normal rents only for the shortest time needed to make the rented part habitable.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your premises.

We do not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

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**Your Additional Coverages**

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

- Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

No change

No change

**YOUR ADDITIONAL COVERAGES**

When you buy Coverage A, we automatically include the following additional coverages:

- Debris Removal.** We will pay the actual reasonable and necessary cost for the removal of debris of insured property from your **premises** when deposited by an Insured Peril that applies to the property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal. No deductible will apply.

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2. **Emergency Repairs After Loss.**

We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

No change

2. **Emergency Repairs After Loss.** We will pay any actual reasonable and necessary expenses for emergency repairs incurred in protecting your dwelling, other structures and personal property from further damage if the damage was caused by an Insured Peril. No deductible will apply.

This coverage does not change the Amount of Insurance that applies to the property being protected.

3. **Emergency Removal of Personal Property.**

We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your premises because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 30 days while the property is removed from your premises.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

Broadened number of days from 5 to 30

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause while being removed from your premises because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 5 days while the property is removed from your premises. No deductible will apply.

This coverage does not change the Amount of Insurance that applies to the property being removed.

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4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

No change

4. **Fire Department Service Charge.** We will pay up to \$500 for fire department charges incurred when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply.

**SECTION I — Insured Perils**

We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling, Coverage B — Other Structures and Coverage C — Personal Property. The loss must occur during the policy period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.

Reinforces policy requirement that all losses must be both sudden and accidental

**SECTION I — INSURED PERILS**

We insure risk of direct physical loss to the property described in Coverage A, Coverage B and Coverage C caused by any of the following perils unless the loss is excluded elsewhere in this policy:

1. Fire
2. Lightning.

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3. Windstorm or Hail.

But we do not insure loss to:

- a. The inside of the dwelling or other structures or to the property that is in it caused by rain, hail, snow, sand, sleet, wind-driven water or dust unless the dwelling or other structures are first damaged by the direct force of wind or hail, creating an opening through which the rain, hail, snow, sand, sleet, wind-driven water or dust enters.
- b. Signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors.

No change in intent

3. Windstorm or Hail.

But we do not insure:

- a. damage to the inside of the building or loss to property in your dwelling or other structure caused by rain, snow, sand, sleet, wind-driven water or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, wind-driven water or dust enters.
- b. loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.

But we do not insure loss caused by:

- a. Bursting of water pipes;
- b. Breakage or operation of pressure relief devices; or
- c. Explosion of steam boilers or steam pipes.

No change in intent

4. Explosion.

But we do not insure:

- a. a bursting of water pipes;
- b. breakage or operation of pressure relief devices; or
- c. explosion of steam boilers or steam pipes.

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5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.

No change

5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.

6. Aircraft, including self-propelled missiles and spacecraft.

No change

6. Aircraft, including self-propelled missiles and spacecraft.

7. Vehicles.

But we do not insure any loss:

- a. Caused by vehicles owned or operated by any of you or any resident of the dwelling; or
- b. To fences, driveways and sidewalks caused by any vehicles.

No change in intent

7. Vehicles.

But we do not insure:

- a. damage caused by vehicles owned or operated by any of you or any resident of your dwelling; or
- b. damage caused by any vehicles to fences, driveways and sidewalks.

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8. Smoke or smudge.  
But we do not insure loss caused by or consisting of:
- a. The gradual accumulation of any oily or greasy substance or film;
  - b. Smoke from fireplaces or other auxiliary heating devices; or
  - c. Smoke from agricultural or commercial operations.

When a premium for Vandalism or Malicious Mischief is shown on the Declarations Page, the following Insured Peril is also included:

9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your premises;

No change

Added meaning of vandalism and malicious mischief to reinforce original intent

8. Smoke or smudge, if the loss is sudden and accidental.  
But we do not insure loss or damage due to:
- a. the gradual accumulation of any oily or greasy substance or film;
  - b. smoke from fireplaces or other auxiliary heating devices; or
  - c. smoke from agricultural or commercial operations.

When a premium for Vandalism or Malicious Mischief is shown in the Declarations Page, the following is made part of the Insured Perils:

9. Vandalism or malicious mischief.

But we do not insure:

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- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**;
- c. Loss to glass or safety glazing material installed in or attached to the building other than glass building blocks; or
- d. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

No change in intent

No change in intent

No change in intent

These exceptions do not apply to ensuing loss caused by fire or explosion.

Broadened coverage

Item 9.d. not contained in Form  
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- b. loss or damage caused by, resulting from, contributed to or aggravated by intentional acts of any of you, or of any tenant(s), or of any roomers and boarders of your **premises**.
- d. loss or damage to glass or safety glazing material installed in or attached to the building other than glass building blocks.
- a. loss or damage to personal property on your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. A building being constructed is not considered vacant.
- c. loss or damage caused by pilferage, theft, burglary or larceny. But we will pay for damage to your dwelling or other structures caused by burglars.

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**SECTION I – Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.
2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

No change in intent

No change in intent

No change in intent

Broadened coverage

**SECTION I -- EXCLUSIONS**

We do not insure loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Loss or damage intentionally caused by any of you or performed at any of your direction.
4. Loss or damage caused by enforcement of any governmental requirement regulating:
  - a. construction;
  - b. confiscation;
  - c. repair;
  - d. demolition;
  - e. sale;
  - f. occupancy;
  - g. seizure;
  - h. renovation; or
  - i. remodeling.

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<p>3. Loss caused by an illegal activity, trade or <b>business</b> being conducted with or without your knowledge by any of you or any resident of your <b>premises</b> whether or not the person conducting the activity, trade, or <b>business</b> is convicted by a criminal court.</p>	<p>No change in intent</p>	<p>5. Loss or damage caused directly or indirectly by an illegal activity, trade or <b>business</b> being conducted on or off your <b>premises</b> by any of you or any resident of your <b>premises</b>, or which is being conducted with the knowledge of either any of you or any resident of your <b>premises</b>.</p>
<p>4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.</p>	<p>No change in intent</p>	<p>8. Loss or damage due to war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.</p>
<p>5. Loss caused by:</p> <p>a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of <b>pollutants</b>.</p> <p>b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize <b>pollutants</b>.</p>	<p>No change in intent</p>	<p>9. Loss or damage due to:</p> <p>a. the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of <b>pollutants</b> at or from your <b>premises</b>.</p> <p>b. loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize <b>pollutants</b>.</p>

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6. Loss caused by volcanic eruption.

No change

11. Loss or damage due to volcanic eruption.

7. Loss caused by:

a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;

Added additional terms to reinforce original intent

2. Loss or damage caused by:

a. flood water, surface water, waves, tidal water or overflow of a body of water. We do not insure loss or damage caused by spray from any of these whether or not driven by wind;

b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or

b. water or sewage which backs up through sewers or drains or which overflows from a sump; or

c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

Reinforced water exclusion by adding the words "regardless of its source"

c. water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, foundation, sidewalk, driveway or swimming pool.

But we do insure direct loss caused by fire or explosion that results from water damage.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

Added paragraph to reinforce original intent

This exclusion does not apply to ensuing loss caused by fire or explosion.

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8. Loss caused by power, heating or utility failure or interruption unless the failure or interruption results from direct physical damage to power or utility equipment on your **premises** caused by an Insured Peril.

This exclusion does not apply to ensuing loss caused by fire or explosion.

9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

Broadened coverage

New exclusion

Not an insured peril – deleted exclusion

Not an insured peril – deleted exclusion

No replacement

6. Loss or damage caused by power, heating or utility failure or interruption unless the failure or interruption results from direct physical damage to power or utility equipment on your **premises** caused by an Insured Peril.

3. Loss or damage resulting from earth movement, meaning:

- a. earthquake, including land shock waves or tremors before, during or after volcanic eruption;
- b. landslide;
- c. mudflow;
- d. earth sinking, rising or shifting;
- e. mine subsidence.

But we will pay for direct loss by fire or explosion which results from any of these.

7. Loss or damage due to nuclear reaction, radiation or radioactive contamination. But we do insure direct loss by fire resulting from nuclear hazard.

10. Loss or damage to lawns, plants, shrubs or trees outside of buildings.

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**SECTION I — Our  
Payment Methods**

**Coverage A — Dwelling**

**Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

**Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to your dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

Amended payment methods for total losses from actual cash value to agreed loss

No change in intent

**SECTION I — OUR PAYMENT METHODS  
COVERAGE A — DWELLING,  
COVERAGE B — OTHER STRUCTURES, AND  
COVERAGE C — PERSONAL PROPERTY**

The amount we pay for loss of or damage to your dwelling, other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of your property immediately before the loss and its **actual cash value** immediately after the loss; or
2. **Actual cash value** of your property at the time of the loss; or
3. The amount required to repair or replace the property; or
4. The Amount of Insurance shown on the Declarations Page.

The damage to your dwelling will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

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

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We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

No change in intent

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

Added paragraph to reinforce original intent

The damage to the dwelling will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

No change in intent

**Coverage B — Other Structures**  
**Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

No change in intent

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

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We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

No change in intent

Added paragraph to reinforce original intent

No change in intent

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**Payment Methods — Specific Losses**

**Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

**Glass Replacement**

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

**Deductible**

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

No change

No change

Deductible no longer applies to Coverage A Total Losses unless stated elsewhere in the policy

**PAYMENT METHODS — SPECIFIC LOSSES**

**Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

**Glass Replacement**

We will pay for loss or damage to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

**DEDUCTIBLE**

Any loss or damage will be subject to the deductible shown on the Declarations Page or elsewhere in this policy unless stated otherwise.

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**SECTION I — Your  
Property Coverages**

**Coverage A — Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

No change

Broadened "But we do not insure" to reinforce intent that certain property is insured under Coverage B only

Added language regarding stabilizing land to reinforce original intent

Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy

**SECTION I—YOUR PROPERTY COVERAGES**

**COVERAGE A — DWELLING**

We insure:

1. your dwelling described on the Declarations Page;
2. materials and supplies located on or immediately adjacent to your premises for use in the construction, alteration or repair of the dwelling or other structures on your premises; or
3. any structure you own on your premises which is attached to your dwelling.

But we do not insure land, including land on which your dwelling is located. We do not insure dwellings used in whole or in part for **business**.

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**Coverage B — Other Structures**

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

No change

Added language regarding stabilizing land to reinforce original intent

Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy

**COVERAGE B — OTHER STRUCTURES**

We insure:

1. other structures you own on your premises which are separated from your dwelling; or
2. structures connected to your dwelling by only a fence, utility line or similar connection.

But we do not insure land, including land on which the other structures are located. We do not insure other structures used in whole or in part for business or farming purposes.

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**Coverage C — Personal Property**

We insure personal property owned or used by any of you while it is on your **premises**. We insure personal property owned or used by any of you while away from your **premises** for up to 10% of the Personal Property Amount of Insurance shown on the Declarations Page for Coverage C. Such insurance does not increase the Personal Property Amount of Insurance.

If you request it, we will insure personal property owned by a guest while the property is on the part of your **premises** occupied by any of you.

But we do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors. But we do insure model or hobby aircraft not used or designed to carry people or cargo.
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors.

No change

Broadened coverage

No change

No change in intent

**COVERAGE C — PERSONAL PROPERTY**

We insure personal property owned or used by any of you while it is on your **premises**. We also insure personal property away from your **premises** anywhere in the world for up to 10% of the Personal Property Amount of Insurance. Such insurance does not increase the Personal Property Amount of Insurance.

But we do not insure:

3. aircraft and any aircraft parts. But we do insure model or hobby aircraft not used or designed to carry people or cargo;
5. watercraft and watercraft parts, including trailers and motors. This includes:
  - a. equipment and accessories; and
  - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of watercraft or all other motorized land conveyances, including:
    - (1) accessories or antennas; and
    - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the watercraft.

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<p>3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.</p> <p>We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are:</p> <ul style="list-style-type: none"> <li>a. Not subject to motor vehicle registration and that are used solely for maintenance of your <b>premises</b>;</li> <li>b. Designed for assisting the handicapped.</li> </ul>	<p>Reinforce original intent not to cover golf carts and recreational vehicles</p>	<p>4. motor vehicles, motor vehicle parts, recreational motor vehicles, and all other motorized land conveyances.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>a. equipment and accessories; and</li> <li>b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including: <ul style="list-style-type: none"> <li>(1) accessories or antennas; and</li> <li>(2) tapes, wires, records, discs or other media for use with any such device or instrument;</li> </ul> </li> </ul> <p>while in or upon the vehicle or conveyance.</p> <p>But we do insure vehicles or conveyances which are not subject to motor vehicle registration and which are:</p> <ul style="list-style-type: none"> <li>a. usual to the maintenance of your <b>premises</b>; or</li> <li>b. designed for assisting the handicapped;</li> </ul>
<p>4. Property separately described and specifically insured in this or any other insurance policy.</p>	<p>No change</p>	<p>9. property separately described and specifically insured in this or any other insurance policy;</p>
<p>5. Camper bodies or trailers.</p>	<p>No change</p>	<p>10. camper bodies or trailers;</p>
<p>6. Property held as a sample or for sale or delivery after sale.</p>	<p>No change</p>	<p>11. property held as a sample or for sale or delivery after sale;</p>

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<p>7. Data stored on any media including data stored in:</p> <ul style="list-style-type: none"> <li>a. Paper records;</li> <li>b. Electronic data processing tapes, discs or other software media; or</li> <li>c. Computer related equipment.</li> </ul> <p>We do insure the cost of pre-recorded computer programs available on the retail market.</p>	<p>No change in intent</p>	<p>6. data stored on any media including data stored in:</p> <ul style="list-style-type: none"> <li>a. paper records; or</li> <li>b. electronic data processing tapes, discs or other software media.</li> </ul>
<p>8. Grave markers.</p>	<p>No change</p>	<p>8. grave markers;</p>
<p>9. <b>Business</b> property owned by or in the possession of any of you or your <b>residence employee</b>.</p>	<p>No change</p>	<p>12. <b>business</b> property owned by or in the possession of any of you or your <b>residence employee</b>;</p>
<p>10. Accounts, bills, bullion, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps.</p>	<p>No change in intent</p>	<p>1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;</p>

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<p>11. Coins, currency, bank notes and money whether in the form of cash, scrip, or any electronic equivalent.</p> <p>12. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds.</p> <p>13. Materials and supplies for use in the construction or repair of the dwelling or other structures.</p> <p>14. Animals including birds or fish.</p> <p>15. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.</p>	<p>No change</p> <p>Added wording to recognize new technology</p> <p>Added provision to reinforce intent that construction materials are insured under Coverage A and Coverage B</p> <p>No change</p> <p>Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy</p> <p>No replacement</p>	<p>7. credit cards or fund transfer cards;</p> <p>2. animals including birds and fish;</p> <p>13 property of any tenants not related to any of you.</p>

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**Coverage D — Loss Of Rents**

If an insured loss occurs at that part of your premises that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from that insured loss while the rented part of the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make that part of your premises that you rent to others or that you hold for rent habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

No change

Added to describe settlement methods

No change

No change

No change

No change

**COVERAGE E — LOSS OF RENTS**

If an insured loss occurs at the part of your premises that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from an insured loss while the rented part of the premises is not fit to live in or use, less charges and expenses which do not continue during that time. We will pay this loss of normal rents only for the shortest time needed to make the rented part habitable.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your premises.

We do not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

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**Coverage E — Additional Living Expenses**

If an insured loss makes your premises not fit to live in, we will pay the actual, reasonable and necessary increase in your living expense to maintain your normal standard of living while you live elsewhere. We will pay for the shortest time needed:

1. To repair or replace the damaged property; or
2. For you to permanently relocate.

The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage E.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay reasonable additional living expenses for up to two weeks should civil authorities prohibit occupancy of your premises.

This period of time will not be shortened by the expiration of this policy.

We will not pay for expense due to the cancellation of a lease or agreement.

No deductible will apply to this coverage.

No change

Added paragraph to reinforce original intent

No change

No change

No change

No change

**COVERAGE D — ADDITIONAL LIVING EXPENSES**

If an insured loss makes the part of your premises where you live not fit to live in, we will pay the actual reasonable and necessary increase in your living expense to maintain your normal standard of living while you live elsewhere. We will pay for the shortest time needed:

1. to repair or replace the damaged property; or
2. for you to permanently relocate.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay actual reasonable and necessary additional living expenses for up to two weeks while civil authorities prohibit occupancy of your premises.

This period of time will not be shortened by the expiration of this policy.

We will not pay for expense due to the cancellation of a lease or agreement.

No deductible will apply to this coverage.

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**Your Additional Coverages**

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property, other than trees, from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

No change

No change

**YOUR ADDITIONAL COVERAGES**

When you buy Coverage A, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual reasonable and necessary cost for the removal of debris of insured property from your **premises** when deposited by an Insured Peril that applies to the property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal. No deductible will apply.

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2. **Emergency Repairs After Loss.**

We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

No change

2. **Emergency Repairs After Loss.** We will pay any actual reasonable and necessary expenses for emergency repairs incurred in protecting your dwelling, other structures and personal property from further damage if the damage was caused by an Insured Peril. No deductible will apply.

This coverage does not change the Amount of Insurance that applies to the property being protected.

3. **Emergency Removal of Personal Property.**

We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your premises because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 30 days while the property is removed from your premises.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

Broadened number of days from 5 to 30

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause while being removed from your premises because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 5 days while the property is removed from your premises. No deductible will apply.

This coverage does not change the Amount of Insurance that applies to the property being removed.

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<p>4. <b>Fire Department Service Charge</b> (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.</p> <p>No deductible will apply to this coverage.</p>	<p>No change</p>	<p>4. <b>Fire Department Service Charge.</b> We will pay up to \$500 for fire department charges incurred when the fire department is called to save or protect insured property from an Insured Peril.</p> <p>No deductible will apply.</p>
<p>5. <b>Trees, Shrubs, Plants and Lawns.</b> We will pay up to 5% of the Amount of Insurance shown for Coverage A — Dwelling for loss to trees, shrubs, plants and lawns on your <b>premises</b>. We will not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.</p> <p>Coverage applies to loss caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by any resident of your <b>premises</b>, vandalism or malicious mischief or burglars.</p> <p>But we do not insure trees, plants, shrubs or portions of lawn:</p> <ol style="list-style-type: none"> <li>a. Grown for <b>business</b> purposes; or</li> <li>b. Located more than 150 feet from the dwelling described on the Declarations Page.</li> </ol> <p>No deductible will apply to this coverage.</p>	<p>No change</p>	<p>5. <b>Trees, Shrubs, Plants and Lawns.</b> We will pay up to 5% of the Amount of Insurance shown for Coverage A for loss to trees, shrubs, plants and lawns on your <b>premises</b>. We do not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.</p> <p>Coverage applies to loss or damage caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by any resident of your <b>premises</b>, vandalism or malicious mischief or burglars</p> <p>But we do not insure trees, plants, shrubs or portions of lawn:</p> <ol style="list-style-type: none"> <li>a. grown for <b>business</b> purposes; or</li> <li>b. located more than 150 feet from the dwelling on your <b>premises</b>.</li> </ol> <p>No deductible will apply.</p>

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We view Collapse as something caused by a specific peril. We do not view Collapse as a coverage, instead we will provide coverage or exclude coverage for specific perils regardless of whether the damage included Collapse or not.

6. **Collapse.** We insure risk of direct physical loss involving collapse to property insured by Coverage A, Coverage B and Coverage C only if:
- a. the loss involves collapse of a building or part of a building; and
  - b. the collapse is caused by any of the following:
    - 1. weight of people, contents, animals, or equipment;
    - 2. defective material or defective methods used in construction, reconstruction, renovation or remodeling if the collapse occurs during the construction, reconstruction, renovation or remodeling;
    - 3. weight of rain which collects on a roof;
    - 4. Insured Perils in Coverage C.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

In b. 1, 2 and 3, coverage does not apply to loss to the following unless damage is caused directly by collapse of a building:

Awnings, fences, pavements, patios, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves or docks.

This coverage does not increase the Amount of Insurance applying to the insured property. No deductible will apply.

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**SECTION I — Insured Perils**

We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling and Coverage B — Other Structures unless the loss is excluded elsewhere in this policy. The loss must occur during the Policy Period shown on the Declarations Page.

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C— Personal Property. The loss must occur during the Policy Period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

Reinforces policy requirement that all losses must be both sudden and accidental

Existing section 3 a is inapplicable to coverage for personal property

**SECTION I — INSURED PERILS**

We insure risk of direct physical loss to the property described in Coverage A and Coverage B unless the loss is excluded elsewhere in this policy.

We insure risk of direct physical loss to property insured by Coverage C caused by any of the following perils unless the loss is excluded elsewhere in this policy or is caused intentionally by any of you or is performed at any of your direction:

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure:

- a. damage to the inside of the building or loss to property in a building caused by rain, snow, sand, sleet, wind-driven water or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, wind-driven water or dust enters.
- b. loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

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4. Explosion.	No change	4. Explosion.
5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.	No change	5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
6. Aircraft, including self-propelled missiles and spacecraft.	No change	6. Aircraft, including self-propelled missiles and spacecraft.
7. Vehicles.	No change	7. Vehicles.
8. Smoke or smudge. But we do not insure loss caused by or consisting of: a. The gradual accumulation of any oily or greasy substance or film; or b. Smoke from agricultural or commercial operations.	No change	8. Smoke or smudge, if the loss is sudden and accidental.  But we do not insure loss or damage due to: a. the gradual accumulation of any oily or greasy substance or film; or b. smoke from agricultural or commercial operations.

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9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**; or
- c. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

Added meaning of vandalism and malicious mischief to reinforce original intent

These kinds of materials are insured under Coverage A or Coverage B

No change in intent

No change in intent

Exception c. is no longer necessary - incorporated into the narrative of peril 9

Broadened coverage

9. Vandalism or malicious mischief.

But we do not insure:

- b. loss or damage caused by, resulting from, contributed to or aggravated by intentional acts of any of you or of any tenant of your **premises**.
- a. loss or damage to personal property on your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. A building being constructed is not considered vacant.
- c. loss or damage caused by pilferage, theft, burglary or larceny

These exceptions do not apply to ensuing loss caused by fire or explosion.

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<p>10. Loss caused by burglars. But we do not insure:</p> <ul style="list-style-type: none"> <li>a. Theft of property; or</li> <li>b. Loss caused by burglars to property on your <b>premises</b> if the dwelling has been vacant for more than 30 consecutive days immediately before the loss occurs. A dwelling or other structure being constructed, altered or repaired is not considered vacant.</li> </ul> <p>These exceptions do not apply to ensuing loss caused by fire or explosion.</p> <p>11. Falling Objects. But we do not insure loss to:</p> <ul style="list-style-type: none"> <li>a. Property within the dwelling or other structure unless the falling object first damages the exterior of the dwelling or other structures;</li> <li>b. Outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors; or</li> <li>c. The falling object.</li> </ul>	<p>No change in intent</p> <p>Broadened coverage</p> <p>Existing section 11 a. is inapplicable to coverage for personal property</p> <p>Coverage is now provided for outdoor equipment damaged by falling objects while on the premises</p>	<p>10. Damage by burglars, meaning damage to covered property caused by burglars.</p> <p>But we do not insure:</p> <ul style="list-style-type: none"> <li>a. theft of property; or</li> <li>b. loss or damage caused by burglars to property on your <b>premises</b> if your dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A building being constructed is not considered vacant.</li> </ul> <p>11. Falling Objects. But we do not insure loss or damage to:</p> <ul style="list-style-type: none"> <li>a. the interior of your dwelling or other structures, nor to property within it unless the falling object first damages the exterior of your dwelling or other structures;</li> <li>b. outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors;</li> <li>c. outdoor equipment, awnings and fences.</li> </ul> <p>We do not insure loss or damage to the falling object.</p>

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<p>12. Weight of ice, snow or sleet which causes a loss to property contained in the dwelling and any other structure that is described on the Declarations Page.</p>	<p>No change – the exception to the peril has been moved to exclusion 11</p>	<p>12. Weight of ice, snow or sleet which causes damage to a building or property contained in the building. But we do not insure loss to radio or television antennas, aeri-als or satellite dish antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.</p>
<p>13. Tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, or appliance for heating water.</p> <p>But we do not insure loss which is caused by or results from freezing except as provided in the peril of freezing.</p>	<p>No change</p>	<p>13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, or appliance for heating water.</p> <p>But we do not insure loss or damage which is caused by or results from freezing except as provided in the peril of freezing.</p>
<p>14. Freezing of plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances, but only if you have used reasonable care to:</p> <ul style="list-style-type: none"> <li>a. Maintain heat in the dwelling or other structure; or</li> <li>b. Shut off the water supply and drain the systems and appliances of water.</li> </ul>	<p>No change</p>	<p>14. Freezing of plumbing, heating, air conditioning or automatic fire protection sprinkler systems and domestic appliances.</p> <p>But we do not insure loss or damage on your <b>premises</b> while your dwelling is unoccupied, vacant, or being constructed unless you have used reasonable care to:</p> <ul style="list-style-type: none"> <li>a. maintain heat in the building; or</li> <li>b. shut off the water supply and drain the systems and appliances of water.</li> </ul>

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<p>15. Discharge, release or overflow of water or steam from plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances.</p> <p>But we do not insure loss:</p> <ul style="list-style-type: none"> <li>a. To the appliances or systems;</li> <li>b. Caused by accidental discharge or overflow which occurs off your <b>premises</b>; or</li> <li>c. Caused by or resulting from freezing except as provided in the peril of freezing.</li> </ul> <p>For purposes of this peril, plumbing systems do not include sumps or sump pumps and related equipment and piping.</p>	No change	<p>15. Accidental discharge, release or overflow of water or steam from a plumbing, heating, air conditioning or automatic sprinkler system or domestic appliance.</p> <p>But we do not insure loss or damage:</p> <ul style="list-style-type: none"> <li>a. to the appliance or system;</li> <li>b. on your <b>premises</b> caused by accidental discharge or overflow which occurs off your <b>premises</b>; or</li> <li>c. caused by or resulting from freezing except as provided in the peril of freezing.</li> </ul> <p>A plumbing system does not include a sump or sump pump and its related equipment and piping.</p>
<p>16. Power surge from artificially generated electrical current.</p> <p>We do not insure loss to a tube, transistor or similar electronic parts of computers, appliances and home entertainment units.</p>	No change in intent	<p>16. Power surge from artificially generated electrical current.</p> <p>We do not insure loss to a tube, transistor or similar electronic part.</p>

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**SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.
2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

No change in intent

No change in intent

No change in intent

Broadened coverage

**SECTION I — EXCLUSIONS FOR COVERAGE A AND COVERAGE B**

In Coverage A and Coverage B, we do not insure loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Loss or damage intentionally caused by any of you or performed at any of your direction.
4. Loss or damage caused by enforcement of any governmental requirement regulating:
  - a. construction;
  - b. confiscation;
  - c. repair;
  - d. demolition;
  - e. sale;
  - f. occupancy;
  - g. seizure;
  - h. renovation; or
  - i. remodeling.

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<p>3. Loss caused by an illegal activity, trade or <b>business</b> being conducted with or without your knowledge by any of you or any resident of your <b>premises</b> whether or not the person conducting the activity, trade or <b>business</b> is convicted by a criminal court.</p>	<p>No change in intent</p>	<p>5. Loss or damage caused directly or indirectly by an illegal activity, trade or <b>business</b> being conducted on or off your <b>premises</b> by any of you or any resident of your <b>premises</b>, or which is being conducted with the knowledge of any of you or any resident of your <b>premises</b>.</p>
<p>4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.</p>	<p>No change</p>	<p>9. Loss or damage due to war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.</p>
<p>5. Loss caused by:</p> <p>a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of <b>pollutants</b>.</p> <p>b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize <b>pollutants</b>.</p>	<p>No change in intent</p>	<p>10. Loss or damage due to:</p> <p>a. the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of <b>pollutants</b> at or from your <b>premises</b>.</p> <p>b. loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize <b>pollutants</b>.</p>

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<p>6. Loss caused by volcanic eruption.</p> <p>7. Loss caused by:</p> <ul style="list-style-type: none"> <li>a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;</li> <li>b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or</li> <li>c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.</li> </ul> <p>This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change</p> <p>Added additional terms to reinforce original intent</p> <p>Reinforced water exclusion by adding the words "regardless of its source"</p> <p>Added paragraph to reinforce original intent</p>	<p>19. Loss or damage caused by volcanic eruption.</p> <p>2. Loss or damage caused by water which includes:</p> <ul style="list-style-type: none"> <li>a. flood water, surface water, waves, tidal water or overflow of a body of water. We do not insure loss or damage caused by spray from any of these whether or not driven by wind.</li> <li>b. water or sewage which backs up through sewers or drains or which overflows from a sump; or</li> <li>c. water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, foundation, sidewalk, driveway or swimming pool.</li> </ul> <p>But we do insure direct loss caused by fire or explosion that results from water damage.</p>

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<p>8. Loss caused by freezing, thawing, pressure or weight of water or ice or snow, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.</p> <p>9. Loss caused by any <b>business</b> activity being conducted with or without your knowledge by any of you or any resident of your <b>premises</b>.</p> <p>10. Loss caused by vandalism, burglary, malicious mischief, theft or any other unlawful taking of property:</p> <p>a. By any tenant or any roomers and boarders of your <b>premises</b>; or</p> <p>b. If the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change</p> <p>New exclusion</p> <p>Broadened the exclusion to apply specifically to damage by tenants</p> <p>Ensuing loss exception restated to specifically describe losses caused by fire and explosion</p>	<p>15. Loss or damage caused by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.</p> <p>16. Loss or damage caused by vandalism, burglary or malicious mischief or breakage of glass and safety glazing materials if your dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A building being constructed is not considered vacant.</p>

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<p>11. Loss caused by breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.</p>	No change in intent	
<p>12. Loss caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.</p>	No change in intent	<p>18. Loss or damage caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, mast or towers, and related satellite dish equipment when any of these types of property are located outdoors.</p>
<p>13. Loss caused by:</p> <ul style="list-style-type: none"> <li>a. Freezing of plumbing, heating or air conditioning systems, fire protective sprinkler systems or domestic appliances;</li> <li>b. Freezing of sumps or sump pumps and related equipment and piping; or</li> <li>c. Discharge, leakage or overflow from the systems or appliances damaged by freezing.</li> </ul>	<p>No change in intent</p> <p>Added sump pumps</p>	<p>11. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>a. freezing of plumbing, heating or air conditioning systems, automatic fire protective sprinkler system or domestic appliances; or</li> <li>b. by discharge, leakage or overflow from the system or appliances caused by freezing.</li> </ul> <p>This exclusion applies only while the building is vacant, unoccupied or being constructed, unless you take precautions to:</p> <ul style="list-style-type: none"> <li>a. maintain heat in the building;</li> <li>b. shut off the water supply and drain the systems and appliances of water.</li> </ul>

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<p>This exclusion does not apply if you have taken reasonable care to:</p> <ul style="list-style-type: none"> <li>a. Maintain heat in the dwelling or other structure; or</li> <li>b. Shut off the water supply and drain the systems and appliances of water.</li> </ul>		
<p>14. Loss caused by theft of materials and supplies for use in the construction, alteration or repair of the dwelling or other structures.</p>	<p>No change in intent</p>	<p>13. Loss or damage caused by theft in or from a building being constructed or of construction materials and supplies.</p>
<p>15. Loss caused by <b>earth movement</b>. This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change in intent</p>	<p>3. Loss or damage resulting from earth movement, meaning:</p> <ul style="list-style-type: none"> <li>a. earthquake, including land shock waves or tremors before, during or after volcanic eruption;</li> <li>b. landslide;</li> <li>c. mudflow;</li> <li>d. earth sinking, rising or shifting;</li> <li>e. mine subsidence.</li> </ul> <p>But we will pay for direct loss by fire or explosion which results from any of these.</p>
<p>16. Loss caused by nuclear reaction, radiation or radioactive contamination.  This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change in intent  Ensuing loss exception restated to specifically describe losses caused by fire and explosion</p>	<p>7. Loss or damage caused by nuclear reaction, radiation or radioactive contamination. But we do insure direct loss by fire resulting from nuclear hazard.</p>

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17. Loss caused by:

- a. The conduct, act, failure to act or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.
- b. A defect, weakness, inadequacy, fault or unsoundness in:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, construction, grading, compaction during construction;
  - (3) Materials used in construction or repair; or
  - (4) Maintenance;
 of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your premises.
- c. Weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.

This exclusion applies only if there is another cause of loss that is excluded by this policy.

This exclusion does not apply to ensuing loss caused by fire or explosion.

No change in intent

8. Loss or damage caused by:

- a. the conduct, act, failure to act or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.
- b. a defect, weakness, inadequacy, fault or unsoundness in:
  - (1) planning, zoning, development, surveying, siting; or
  - (2) design, specifications, workmanship, construction, grading, compaction; or
  - (3) materials used in construction or repair; or
  - (4) maintenance
 of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your premises.
- c. weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.

This exclusion applies only if there is also one or more causes of loss which are also excluded by this policy.



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c. The cost of tearing out and replacing any part of the dwelling or other structure necessary to repair the system or appliance.

But we do not insure loss to the system or appliance from which the water escaped.

19. Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, fire protective sprinkler or air conditioning system or from within an appliance which occurs over a period of weeks, months, or years.

This exclusion does not apply to ensuing loss caused by fire or explosion.

No change in intent

Ensuing loss exception restated to specifically describe losses caused by fire and explosion

14. Loss or damage caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, automatic fire protection sprinkler or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months, or years.

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This exclusion is deleted

We view Collapse as something caused by a specific peril. We do not view Collapse as a coverage, instead e will provide coverage or exclude coverage for specific perils regardless of whether the damage included Collapse or not.

Deleted as not necessary

6. Loss or damage caused by power, heating or utility failure or interruption unless caused by direct physical damage to power or utility equipment on your premises caused by an Insured Peril.

17. Loss or damage caused by collapse of your dwelling or other structures or any part thereof except as provided in your Additional Coverages.

But with regard to exclusions 11 through 19, any ensuing loss to property described in Coverages A and B and not otherwise excluded is insured.

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**SECTION I — Our  
Payment Methods**

**Coverage A — Dwelling**

**Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

**Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

Amended payment methods for total losses from actual cash value to agreed loss

No change in intent

**SECTION I — OUR PAYMENT METHODS  
COVERAGE A — DWELLING,  
COVERAGE B — OTHER STRUCTURES, AND  
COVERAGE C — PERSONAL PROPERTY**

The amount we pay for loss of or damage to your dwelling, other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of your property immediately before the loss and its **actual cash value** immediately after the loss; or
2. **Actual cash value** of your property at the time of the loss; or
3. The amount required to repair or replace the property; or
4. The Amount of Insurance shown on the Declarations Page.

The damage to your dwelling will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

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

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<p>We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss</p> <p>We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.</p> <p>The damage to the property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.</p> <p><b>Coverage B — Other Structures</b> <b>Coverage C — Personal Property</b></p> <p>The amount we pay for loss to the other structures and personal property will be the lowest of:</p> <ol style="list-style-type: none"> <li>1. The difference between the <b>actual cash value</b> of the property immediately before the loss and its <b>actual cash value</b> immediately after the loss; or</li> <li>2. The <b>actual cash value</b> of the lost or damaged part of the property at the time of the loss; or</li> <li>3. The amount required to repair or replace the lost or damaged property; or</li> <li>4. The Amount of Insurance shown on the Declarations Page.</li> </ol>	<p>No change in intent</p> <p>Added paragraph to reinforce original intent</p> <p>No change in intent</p> <p>No change in intent</p>	

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We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

**Payment Methods — Specific Losses**

**Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

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

No change in intent

Added paragraph to reinforce original intent

No change in intent

No change

**PAYMENT METHODS — SPECIFIC LOSSES**

**Pairs and Sets**

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

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

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3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

No change

3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

**Glass Replacement**

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

No change

**Glass Replacement**

We will pay for loss or damage to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

**Deductible**

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

Deductible no longer applies to Coverage A Total Losses unless stated elsewhere in the policy

**DEDUCTIBLE**

Any loss or damage will be subject to the deductible shown on the Declarations Page or elsewhere in this policy unless stated otherwise.

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**SECTION I — Your  
Property Coverages**

**Coverage A --- Dwelling**

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

No change

Broadened "But we do not insure" to reinforce intent that certain property is insured under Coverage B only

Added language regarding stabilizing land to reinforce original intent

Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy

**SECTION I—YOUR PROPERTY COVERAGES**

**COVERAGE A — DWELLING**

We insure:

1. your dwelling described on the Declarations Page;
2. materials and supplies located on or immediately adjacent to your premises for use in the construction, alteration or repair of the dwelling or other structures on your premises; or
3. any structure you own on your premises which is attached to your dwelling.

But we do not insure land, including land on which your dwelling is located. We do not insure dwellings used in whole or in part for **business**.



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**Coverage C --- Personal Property**

We insure:

1. Furnishings and appliances;
2. Machinery, tools, and equipment; and
3. Leased personal property for which you have a contractual liability for loss.

But we insure this property only if it is:

1. Necessary for the residential occupancy of the dwelling described on the Declarations Page;
2. In or on the dwelling described on the Declarations Page;
3. In the open within 100 feet of the dwelling described on the Declarations Page; or
4. In or on any other structures described on the Declarations Page.

We do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors;

Reductions in the kinds of personal property insured reflecting use of this policy to insure landlords

No change in intent

**COVERAGE C — PERSONAL PROPERTY**

We insure personal property owned or used by any of you while it is on your **premises**. We also insure personal property away from your **premises** anywhere in the world for up to 10% of the Personal Property Amount of Insurance. Such insurance does not increase the Personal Property Amount of Insurance.

But we do not insure:

3. aircraft or any aircraft parts;

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2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors;

No change in intent

5. watercraft and watercraft parts, including trailers and motors. This includes:  
 a. equipment and accessories; and  
 b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of watercraft or all other motorized land conveyances; including:  
 (1) accessories or antennas; and  
 (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the watercraft.

3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

Reinforce original intent not to cover golf carts and recreational vehicles

4. motor vehicles, motor vehicle parts, recreational motor vehicles, and all other motorized land conveyances.

This includes:

a. equipment and accessories; and  
 b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:  
 (1) accessories or antennas; and  
 (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are not subject to motor vehicle registration and that are used solely for maintenance of your premises.

Limited coverage provided for vehicles or conveyances only if they are used solely for the maintenance of your premises

But we do insure vehicles or conveyances which are not subject to motor vehicle registration and which are:

a. usual to the maintenance of your premises; or  
 b. designed for assisting the handicapped;

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4. Property separately described and specifically insured in this or any other insurance policy;	No change	9. property separately described and specifically insured in this or any other insurance policy;
5. Camper bodies or trailers;	No change	10. camper bodies or trailers;
6. Property held as a sample or for sale or delivery after sale; or	No change	11. property held as a sample or for sale or delivery after sale;
7. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.	Moved form "Exception to Coverage – Mold, Mildew, or Other Fungi, Their Secretions, and Dry and Wet Rot" to base policy	

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Deleted since we state the property  
insured under Coverage C



1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals including birds and fish;
6. data stored on any media including data stored in:
  - a. paper records; or
  - b. electronic data processing tapes, discs or other software media.
7. credit cards or fund transfer cards;
8. grave markers;
12. **business** property owned by or in the possession of any of you or your **residence employee**;
13. property of any tenants not related to any of you.

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**Coverage D — Loss Of Rents**

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of normal rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make the dwelling habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

No change

Added to describe settlement methods

No change

No change

No change

No change

**COVERAGE E — LOSS OF RENTS**

If an insured loss occurs at the part of your premises that you rent to others or that you hold for rental, we will pay for your loss of normal rents resulting from an insured loss while the rented part of the premises is not fit to live in or use, less charges and expenses which do not continue during that time. We will pay this loss of normal rents only for the shortest time needed to make the rented part habitable.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your premises.

We do not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

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Eliminated due to this is a landlord  
policy

**COVERAGE D — ADDITIONAL LIVING EXPENSES**

If an insured loss makes your **premises** not fit to live in, we will pay the reasonable and necessary increase in your living expense to maintain your normal standard of living while you live elsewhere. We will pay for the shortest time needed:

1. to repair or replace the damaged property; or
2. for you to permanently relocate.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay reasonable additional living expenses for up to two weeks should civil authorities prohibit occupancy of your **premises**.

This period of time will not be shortened by the expiration of this policy.

We will not pay for expense due to the cancellation of a lease or agreement.

No deductible will apply to this coverage.

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**Your Additional Coverages**

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property, other than trees, from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

No change

No change

**YOUR ADDITIONAL COVERAGES**

When you buy Coverage A, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual reasonable and necessary cost for the removal of debris of insured property from your **premises** when deposited by an Insured Peril that applies to the property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal. No deductible will apply.

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<p>2. <b>Emergency Repairs After Loss.</b> We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.</p> <p>This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.</p> <p>No deductible will apply to this coverage.</p>	<p>No change</p>	<p>2. <b>Emergency Repairs After Loss.</b> We will pay any actual reasonable and necessary expenses for emergency repairs incurred in protecting your dwelling, other structures and personal property from further damage if the damage was caused by an Insured Peril. No deductible will apply.</p> <p>This coverage does not change the Amount of Insurance that applies to the property being protected.</p>
<p>3. <b>Emergency Removal of Personal Property.</b> We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your premises because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 30 days while the property is removed from your premises.</p> <p>This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.</p> <p>No deductible will apply to this coverage.</p>	<p>Broadened number of days from 5 to 30</p>	<p>3. <b>Emergency Removal of Personal Property.</b> We cover your insured personal property against direct loss from any cause while being removed from your premises because it is in danger of loss by an Insured Peril. We provide this coverage for no more than 5 days while the property is removed from your premises. No deductible will apply.</p> <p>This coverage does not change the Amount of Insurance that applies to the property being removed.</p>

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<p>4. <b>Fire Department Service Charge</b> (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.</p> <p>No deductible will apply to this coverage.</p>	<p>No change</p>	<p>4. <b>Fire Department Service Charge.</b> We will pay up to \$500 for fire department charges incurred when the fire department is called to save or protect insured property from an Insured Peril.</p> <p>No deductible will apply.</p>
<p>5. <b>Trees, Shrubs, Plants and Lawns.</b> We will pay up to 5% of the Amount of Insurance shown for Coverage A — Dwelling for loss to trees, shrubs, plants and lawns on your <b>premises</b>. We will not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.</p> <p>Coverage applies to loss caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by any resident of your <b>premises</b>, vandalism or malicious mischief or burglars.</p> <p>But we do not insure trees, plants, shrubs or portions of lawn:</p> <ol style="list-style-type: none"> <li>a. Grown for <b>business</b> purposes; or</li> <li>b. Located more than 150 feet from the dwelling described on the Declarations Page.</li> </ol> <p>No deductible will apply to this coverage.</p>	<p>No change</p>	<p>5. <b>Trees, Shrubs, Plants and Lawns.</b> We will pay up to 5% of the Amount of Insurance shown for Coverage A for loss to trees, shrubs, plants and lawns on your <b>premises</b>. We do not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.</p> <p>Coverage applies to loss or damage caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by any resident of your <b>premises</b>, vandalism or malicious mischief or burglars.</p> <p>But we do not insure trees, plants, shrubs or portions of lawn:</p> <ol style="list-style-type: none"> <li>a. grown for <b>business</b> purposes; or</li> <li>b. located more than 150 feet from the dwelling on your <b>premises</b>.</li> </ol> <p>No deductible will apply.</p>

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We view Collapse as something caused by a specific peril. We do not view Collapse as a coverage, instead we will provide coverage or exclude coverage for specific perils regardless of whether the damage included Collapse or not.

6. **Collapse.** We insure risk of direct physical loss involving collapse to property insured by Coverage A, Coverage B and Coverage C only if:
- a. the loss involves collapse of a building or part of a building; and
  - b. the collapse is caused by any of the following:
    - 1. weight of people, contents, animals, or equipment;
    - 2. defective material or defective methods used in construction, reconstruction, renovation or remodeling if the collapse occurs during the construction, reconstruction, renovation or remodeling;
    - 3. weight of rain which collects on a roof;
    - 4. Insured Perils in Coverage C.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

In b. 1, 2 and 3, coverage does not apply to loss to the following unless damage is caused directly by collapse of a building:

Awnings, fences, pavements, patios, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves or docks.

This coverage does not increase the Amount of Insurance applying to the insured property. No deductible will apply.

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**SECTION I — Insured Perils**

We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling and Coverage B — Other Structures unless the loss is excluded elsewhere in this policy. The loss must occur during the Policy Period shown on the Declarations Page.

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C— Personal Property. The loss must occur during the Policy Period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

Reinforces policy requirement that all losses must be both sudden and accidental

Existing section 3.a. is inapplicable to coverage for personal property

**SECTION I — INSURED PERILS**

We insure risk of direct physical loss to the property described in Coverage A and Coverage B unless the loss is excluded elsewhere in this policy.

We insure risk of direct physical loss to property insured by Coverage C caused by any of the following perils unless the loss is excluded elsewhere in this policy or is caused intentionally by any of you or is performed at any of your direction:

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure:

- a. damage to the inside of the building or loss to property in a building caused by rain, snow, sand, sleet, wind-driven water or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, wind-driven water or dust enters.
- b. loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

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4. Explosion.	No change	4. Explosion.
5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.	No change	5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
6. Aircraft, including self-propelled missiles and spacecraft.	No change	6. Aircraft, including self-propelled missiles and spacecraft.
7. Vehicles.	No change	7. Vehicles.
8. Smoke or smudge.  But we do not insure loss caused by or consisting of:  a. The gradual accumulation of any oily or greasy substance or film; or  b. Smoke from agricultural or commercial operations.	No change	8. Smoke or smudge, if the loss is sudden and accidental.  But we do not insure loss or damage due to: a. the gradual accumulation of any oily or greasy substance or film; or b. smoke from agricultural or commercial operations.



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<p>10. Loss caused by burglars.</p> <p>But we do not insure:</p> <ul style="list-style-type: none"> <li>a. Theft of property; or</li> <li>b. Loss caused by burglars to property on your <b>premises</b> if the dwelling has been vacant for more than 30 consecutive days immediately before the loss occurs. A dwelling or other structure being constructed, altered or repaired is not considered vacant.</li> </ul> <p>These exceptions do not apply to ensuing loss caused by fire or explosion.</p> <p>11. Falling Objects.</p> <p>But we do not insure loss to:</p> <ul style="list-style-type: none"> <li>a. Property within the dwelling or other structure unless the falling object first damages the exterior of the dwelling or other structures;</li> <li>b. Outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors; or</li> <li>c. The falling object.</li> </ul>	<p>No change in intent</p> <p>Broadened coverage</p> <p>Existing section 11.a. is inapplicable to coverage for personal property</p> <p>Coverage is now provided for outdoor equipment damaged by falling objects while on the premises</p>	<p>10. Damage by burglars, meaning damage to covered property caused by burglars.</p> <p>But we do not insure:</p> <ul style="list-style-type: none"> <li>a. theft of property; or</li> <li>b. loss or damage caused by burglars to property on your <b>premises</b> if your dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A building being constructed is not considered vacant.</li> </ul> <p>11. Falling Objects.</p> <p>But we do not insure loss or damage to:</p> <ul style="list-style-type: none"> <li>a. the interior of your dwelling or other structures, nor to property within it unless the falling object first damages the exterior of your dwelling or other structures;</li> <li>b. outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors;</li> <li>c. outdoor equipment, awnings and fences.</li> </ul> <p>We do not insure loss or damage to the falling object.</p>

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<p>12. Weight of ice, snow or sleet which causes a loss to property contained in the dwelling and any other structure that is described on the Declarations Page.</p> <p>13. Tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, or appliance for heating water.</p> <p>But we do not insure loss which is caused by or results from freezing except as provided in the peril of freezing.</p> <p>14. Freezing of plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances, but only if you have used reasonable care to:</p> <ul style="list-style-type: none"> <li>a. Maintain heat in the dwelling or other structure; or</li> <li>b. Shut off the water supply and drain the systems and appliances of water.</li> </ul>	<p>No change – the exception to the peril has been moved to exclusion 11</p> <p>No change</p> <p>No change</p>	<p>12. Weight of ice, snow or sleet which causes damage to a building or property contained in the building. But we do not insure loss to radio or television antennas, aeriels or satellite dish antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.</p> <p>13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, or appliance for heating water.</p> <p>But we do not insure loss or damage which is caused by or results from freezing except as provided in the peril of freezing.</p> <p>14. Freezing of plumbing, heating, air conditioning or automatic fire protection sprinkler systems and domestic appliances.</p> <p>But we do not insure loss or damage on your premises while your dwelling is unoccupied, vacant, or being constructed unless you have used reasonable care to:</p> <ul style="list-style-type: none"> <li>a. maintain heat in the building; or</li> <li>b. shut off the water supply and drain the systems and appliances of water.</li> </ul>

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15. Discharge, release or overflow of water or steam from plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances.

But we do not insure loss:

- a. To the appliances or systems;
- b. Caused by accidental discharge or overflow which occurs off your premises; or
- c. Caused by or resulting from freezing except as provided in the peril of freezing.

For purposes of this peril, plumbing systems do not include sumps or sump pumps and related equipment and piping.

16. Power surge from artificially generated electrical current.

We do not insure loss to a tube, transistor or similar electronic parts of computers, appliances and home entertainment units.

No change

No change in intent

15. Accidental discharge, release or overflow of water or steam from a plumbing, heating, air conditioning or automatic sprinkler system or domestic appliance.

But we do not insure loss or damage:

- a. to the appliance or system;
- b. on your premises caused by accidental discharge or overflow which occurs off your premises; or
- c. caused by or resulting from freezing except as provided in the peril of freezing.

A plumbing system does not include a sump or sump pump and its related equipment and piping.

16. Power surge from artificially generated electrical current.

We do not insure loss to a tube, transistor or similar electronic part.

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**SECTION I — Exclusions**

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.
2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
  - a. Construction;
  - b. Confiscation;
  - c. Repair;
  - d. Demolition;
  - e. Sale;
  - f. Occupancy;
  - g. Seizure;
  - h. Renovation; or
  - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

No change in intent

No change in intent

No change in intent

Broadened coverage

**SECTION I — EXCLUSIONS FOR COVERAGE A AND COVERAGE B**

In Coverage A and Coverage B, we do not insure loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Loss or damage intentionally caused by any of you or performed at any of your direction.
4. Loss or damage caused by enforcement of any governmental requirement regulating:
  - a. construction;
  - b. confiscation;
  - c. repair;
  - d. demolition;
  - e. sale;
  - f. occupancy;
  - g. seizure;
  - h. renovation; or
  - i. remodeling.

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3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade or **business** is convicted by a criminal court.

No change in intent

4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.

No change

5. Loss caused by:  
 a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.  
 b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

No change in intent

5. Loss or damage caused directly or indirectly by an illegal activity, trade or **business** being conducted on or off your **premises** by any of you or any resident of your **premises**, or which is being conducted with the knowledge of any of you or any resident of your **premises**.

9. Loss or damage due to war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.

10. Loss or damage due to:  
 a. the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at or from your **premises**.  
 b. loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

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<p>6. Loss caused by volcanic eruption.</p> <p>7. Loss caused by:</p> <p>a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;</p> <p>b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or</p> <p>c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.</p> <p>This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change</p> <p>Added additional terms to reinforce original intent</p> <p>Reinforced water exclusion by adding the words "regardless of its source"</p> <p>Added paragraph to reinforce original intent</p>	<p>19. Loss or damage caused by volcanic eruption.</p> <p>2. Loss or damage caused by water which includes:</p> <p>a. flood water, surface water, waves, tidal water or overflow of a body of water. We do not insure loss or damage caused by spray from any of these whether or not driven by wind.</p> <p>b. water or sewage which backs up through sewers or drains or which overflows from a sump; or</p> <p>c. water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, foundation, sidewalk, driveway or swimming pool.</p> <p>But we do insure direct loss caused by fire or explosion that results from water damage.</p>

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<p>8. Loss caused by freezing, thawing, pressure or weight of water or ice or snow, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.</p> <p>9. Loss caused by any <b>business activity</b> being conducted with or without your knowledge by any of you or any resident of your <b>premises</b>.</p> <p>10. Loss caused by vandalism, burglary, malicious mischief, theft or any other unlawful taking of property:</p> <p>a. By any tenant or any roomers and boarders of your <b>premises</b>; or</p> <p>b. If the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change</p> <p>New exclusion</p> <p>Broadened the exclusion to apply specifically to damage by tenants</p> <p>Ensuing loss exception restated to specifically describe losses caused by fire and explosion</p>	<p>15. Loss or damage caused by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.</p> <p>16. Loss or damage caused by vandalism, burglary or malicious mischief or breakage of glass and safety glazing materials if your dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A building being constructed is not considered vacant.</p>

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<p>11. Loss caused by breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.</p>	<p>No change in intent</p>	
<p>12. Loss caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.</p>	<p>No change in intent</p>	<p>18. Loss or damage caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, mast or towers, and related satellite dish equipment when any of these types of property are located outdoors.</p>
<p>13. Loss caused by:</p> <ul style="list-style-type: none"> <li>a. Freezing of plumbing, heating or air conditioning systems, fire protective sprinkler systems or domestic appliances; or</li> <li>b. Freezing of sumps or sump pumps and related equipment and piping; or</li> </ul>	<p>No change in intent</p>	<p>11. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>a. freezing of plumbing, heating or air conditioning systems, automatic fire protective sprinkler system or domestic appliances; or</li> <li>b. by discharge, leakage or overflow from the system or appliances caused by freezing.</li> </ul> <p>This exclusion applies only while the building is vacant, unoccupied or being constructed, unless you take precautions to:</p> <ul style="list-style-type: none"> <li>a. maintain heat in the building;</li> <li>b. shut off the water supply and drain the systems and appliances of water.</li> </ul>

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<p>c. Discharge, leakage or overflow from the systems or appliances caused by freezing.</p> <p>This exclusion does not apply if you have taken reasonable care to:</p> <p>a. Maintain heat in the dwelling or other structure; or</p> <p>b. Shut off the water supply and drain the systems and appliances of water.</p> <p>14. Loss caused by theft of materials and supplies for use in the construction, alteration or repair of the dwelling or other structures.</p> <p>15. Loss caused by <b>earth movement</b>. This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change in intent</p> <p>No change in intent</p>	<p>13. Loss or damage caused by theft in or from a building being constructed or of construction materials and supplies.</p> <p>3. Loss or damage resulting from earth movement, meaning:</p> <ul style="list-style-type: none"> <li>a. earthquake, including land shock waves or tremors before, during or after volcanic eruption;</li> <li>b. landslide;</li> <li>c. mudflow;</li> <li>d. earth sinking, rising or shifting;</li> <li>e. mine subsidence.</li> </ul> <p>But we will pay for direct loss by fire or explosion which results from any of these.</p>

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<p>16. Loss caused by nuclear reaction, radiation or radioactive contamination.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p> <p>17. Loss caused by:</p> <p>a. The conduct, act, failure to act or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.</p> <p>b. A defect, weakness, inadequacy, fault or unsoundness in:</p> <p>(1) Planning, zoning, development, surveying, siting;</p> <p>(2) Design, specifications, workmanship, construction, grading, compaction during construction;</p> <p>(3) Materials used in construction or repair; or</p> <p>(4) Maintenance;</p> <p>of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your premises.</p>	<p>No change in intent</p> <p>Ensuing loss exception restated to specifically describe losses caused by fire and explosion</p> <p>No change in intent</p>	<p>7. Loss or damage caused by nuclear reaction, radiation or radioactive contamination. But we do insure direct loss by fire resulting from nuclear hazard.</p> <p>8. Loss or damage caused by:</p> <p>a. the conduct, act, failure to act or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.</p> <p>b. a defect, weakness, inadequacy, fault or unsoundness in:</p> <p>(1) planning, zoning, development, surveying, siting; or</p> <p>(2) design, specifications, workmanship, construction, grading, compaction; or</p> <p>(3) materials used in construction or repair; or</p> <p>(4) maintenance</p> <p>of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your premises.</p>

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<p>c. Weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.</p> <p>This exclusion applies only if there is another cause of loss that is excluded by this policy.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p> <p>18. Loss caused by:</p> <p>a. Wear and tear, marring or scratching, deterioration, rust or other corrosion;</p> <p>b. Inherent vice, latent defect, mechanical breakdown;</p> <p>c. Mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind;</p> <p>d. Smog, smoke from agricultural smudging or industrial operations;</p> <p>e. Settling, cracking, shrinkage, bulging or expansion, including resulting cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or</p> <p>f. Birds, vermin, rodents, insects or domestic animals.</p>	<p>No change in intent</p>	<p>c. weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.</p> <p>This exclusion applies only if there is also one or more causes of loss which are also excluded by this policy.</p> <p>12. Loss or damage caused by:</p> <p>a. wear and tear, marring or scratching, deterioration;</p> <p>b. inherent vice, latent defect, mechanical breakdown;</p> <p>c. rust or other corrosion, fungi, wet or dry rot;</p> <p>d. smog, smoke from agricultural smudging or industrial operations;</p> <p>e. settling, cracking, shrinkage, bulging or expansion, including resulting cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or</p> <p>f. birds, vermin, rodents, insects or domestic animals.</p>

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<p>This exclusion does not apply to:</p> <ul style="list-style-type: none"> <li>a. Ensuing loss caused by fire or explosion;</li> <li>b. Water damage caused by water that suddenly escapes from a plumbing, heating, fire protection sprinkler or air conditioning system or appliance because of any of the above; or</li> <li>c. The cost of tearing out and replacing any part of the dwelling or other structure necessary to repair the system or appliance.</li> </ul> <p>But we do not insure loss to the system or appliance from which the water escaped.</p>	<p>Ensuing loss exception restated to specifically describe losses caused by fire and explosion</p>	<p>But if, because of any of these, water escapes from a plumbing, heating, automatic fire protection sprinkler or air conditioning system or domestic appliance, we insure damage caused by the water. We also insure the cost of tearing out and replacing any part of your dwelling or other structure necessary to repair the system or appliance.</p> <p>But we do not insure loss or damage to the system or appliance from which the water escaped.</p>
<p>19. Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, fire protective sprinkler or air conditioning system or from within an appliance which occurs over a period of weeks, months, or years.</p> <p>This exclusion does not apply to ensuing loss caused by fire or explosion.</p>	<p>No change in intent</p> <p>Ensuing loss exception restated to specifically describe losses caused by fire and explosion</p>	<p>14. Loss or damage caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, automatic fire protection sprinkler or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months, or years.</p>

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This exclusion is deleted

We view Collapse as something caused by a specific peril. We do not view Collapse as a coverage, instead we will provide coverage or exclude coverage for specific perils regardless of whether the damage included Collapse or not.

Deleted as not necessary

6. Loss or damage caused by power, heating or utility failure or interruption unless caused by direct physical damage to power or utility equipment on your premises caused by an Insured Peril.
  
17. Loss or damage caused by collapse of your dwelling or other structures or any part thereof except as provided in your Additional Coverages.

But with regard to exclusions 11 through 19, any ensuing loss to property described in Coverages A and B and not otherwise excluded is insured.

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**SECTION I — Our  
Payment Methods**

**Coverage A — Dwelling**

**Total Loss Payment Method**

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

**Partial Loss Payment Method**

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
3. The amount required to repair or replace the dwelling.
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

Amended payment methods for total losses from actual cash value to agreed loss

No change in intent

**SECTION I — OUR PAYMENT METHODS  
COVERAGE A — DWELLING,  
COVERAGE B — OTHER STRUCTURES, AND  
COVERAGE C — PERSONAL PROPERTY**

The amount we pay for loss of or damage to your dwelling, other structures and personal property will be the lowest of:

1. The difference between the **actual cash value** of your property immediately before the loss and its **actual cash value** immediately after the loss; or
2. **Actual cash value** of your property at the time of the loss; or
3. The amount required to repair or replace the property; or
4. The Amount of Insurance shown on the Declarations Page.

The damage to your dwelling will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

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

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We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss

No change in intent

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

Added paragraph to reinforce original intent

The damage to the property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

No change in intent

**Coverage B — Other Structures**  
**Coverage C — Personal Property**

The amount we pay for loss to the other structures and personal property will be the lowest of:

No change in intent

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss; or
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss; or
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

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<p>We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.</p> <p>We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.</p> <p>The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.</p> <p><b>Payment Methods — Specific Losses</b></p> <p><b>Pairs and Sets</b></p> <p>In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:</p> <ol style="list-style-type: none"> <li>1. Repair or replace any part to restore the pair or set to its value before the loss;</li> <li>2. Pay the difference between the <b>actual cash value</b> of the pair or set before and after the loss; or</li> </ol>	<p>No change in intent</p> <p>Added paragraph to reinforce original intent</p> <p>No change in intent</p> <p>No change</p>	<p><b>PAYMENT METHODS — SPECIFIC LOSSES</b></p> <p><b>Pairs and Sets</b></p> <p>In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:</p> <ol style="list-style-type: none"> <li>1. Repair or replace any part to restore the pair or set to its value before the loss; or</li> <li>2. Pay the difference between <b>actual cash value</b> of the pair or set before and after the loss; or</li> </ol>

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3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

**Glass Replacement**

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

No change

**Glass Replacement**

We will pay for loss or damage to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

**Deductible**

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

Deductible no longer applies to Coverage A Total Losses unless stated elsewhere in the policy

**DEDUCTIBLE**

Any loss or damage will be subject to the deductible shown on the Declarations Page or elsewhere in this policy unless stated otherwise.

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**SECTION II — Your  
Liability Coverages**

**Coverage F — Personal Liability**

If a claim is made or a suit is brought against you for damages because of **bodily injury or property damage** caused by an accident, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Personal Liability applies to **bodily injury** and **property damage** only if the **bodily injury or property damage** occurs during the Policy Period shown on the Declarations Page.

No change

No change

No change

**SECTION II - YOUR LIABILITY COVERAGES**

**COVERAGE L - PERSONAL LIABILITY COVERAGE**

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

- a. pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
- b. provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident equals the Limit of Liability shown on the Declarations Page. This insurance applies to **bodily injury and property damage** only if the **bodily injury or property damage** occurs during the Policy Period.

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**Coverage G — Medical Payments To Others**

We will pay for you, up to the Limit of Liability shown on the Declarations Page, the actual, reasonable and necessary **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments To Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only:

1. To a person on your **premises** with your permission.
2. To a person on or off your **premises** if the **bodily injury**:
  - a. Arises out of a condition in or on your **premises**;
  - b. Is caused by your activities;
  - c. Is caused by a **residence employee** in the course of duties for you; or
  - d. Is caused by an animal owned by you or in your care.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

Broadened coverage to apply to medical expenses that occurred with 3 years

**COVERAGE M - MEDICAL PAYMENTS TO OTHERS**

We will pay for you up to the Limit of Liability shown on the Declarations Page, the necessary and reasonable **medical expenses** incurred or medically determined within one year from the date of an accident causing **bodily injury**. This insurance applies to **bodily injury** only if the **bodily injury** occurs during the Policy Period.

Medical Payments To Others applies only:

- a. to a person on your **premises** with your permission;
- b. to a person on or off your **premises** if the **bodily injury**:
  1. arises out of a condition in or on your **premises**;
  2. is caused by your activities;
  3. is caused by a resident employee in the course of duties for you; or
  4. is caused by an animal owned by you or in your care.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

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**SECTION II — Your  
Additional Coverages**

**Claim Expenses**

We will pay:

1. Expenses we incur and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts greater than the Limit of Liability for Personal Liability. We are not obligated to apply for or furnish any bonds;
3. Expenses you incur at our request, including up to \$250 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment that does not exceed the limit of our liability on that judgment.

No change

No change

Increased amount for expenses from \$100 to \$250

No change

No change

SECTION II - YOUR ADDITIONAL COVERAGES

ADDITIONAL EXPENSES WE PAY

For claim expenses we pay:

- a. expenses incurred by us and costs taxed against you in any suit we defend;
- b. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Personal Liability. We are not obligated to apply for or furnish any bonds;
- c. expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
- d. prejudgment interest awarded against you on that part of the judgment we pay; and
- e. interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

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**First Aid Expenses**

We will pay your expenses for first aid to others at the scene of an accident. We will not pay for first aid to any of you.

No change

**FIRST AID EXPENSES**

We will pay your expenses for first aid to others at the scene of an accident. We will not pay for first aid to any of you.

**Damage To Property Of Others**

We will pay, at replacement cost, up to \$500 per accident, for Damage To Property Of Others caused by you, provided that at the time of the accident the property was being used by any of you or was in your care.

Coverage provided on a replacement cost basis rather than an actual cash basis

**DAMAGE TO PROPERTY OF OTHERS**

We will pay for Damage To Property Of Others caused by you up to \$500 per accident.

**SECTION II — Exclusions**

**Coverage F — Personal Liability  
Coverage G — Medical Payments  
To Others**

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission that is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:

No change in intent

**SECTION II - EXCLUSIONS**

**PERSONAL LIABILITY AND MEDICAL PAYMENTS TO OTHERS COVERAGES DO NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE**

1. resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:

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- a. Intended or expected the result of his or her act or omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
- b. Was under the influence of alcohol or narcotics;
- c. Was insane; or
- d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

- 2. Arising out of **business** pursuits of any of you.

This exclusion does not apply to the rental or holding for rental of any part of the dwelling to a tenant for residential purposes, provided that you continue to reside in the dwelling.

No change in intent

- a. intended or expected the result of his or her act or omission so long as the resulting injury or damage was a natural consequence of the intended act or omission;
- b. was under the influence of alcohol or narcotics;
- c. was insane; or
- d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

- 3. arising out of the **business** pursuits of any of you.

- 2. arising out of the rental or holding for rental of any premises owned by any of you. But this exclusion does not apply to the rental or holding for rental of the **premises** described on the Declarations Page, in part, unless intended for use as a residence by three or more roomers or boarders.

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3. Arising out of the rendering or failing to render professional services.

No change

4. arising out of the rendering or failing to render professional services.

4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants** at or from any property you own, rent, occupy, sell, abandon or give away.

Exclusion re-written to apply to discharges of pollutants to any property you own, rent, occupy, sell, abandon or give away

5. arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants** at or from any premises you own, rent, occupy, sell, abandon or give away.

5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

No change

6. arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:

No change in intent

7. arising out of the ownership, maintenance, use, loading or unloading of:

a. Aircraft.

This exclusion does not apply to model or hobby aircraft not used or designed to carry people or cargo.

a. aircraft;

But this exclusion does not apply to model airplanes.

b. A land motor vehicle designed for use on public roads, entirely or partially owned or operated by or rented or loaned to any of you.

Exclusion now applies to land motor vehicles owned or partially owned by the insured

b. a land motor vehicle designed for use on public roads, owned or operated by or rented or loaned to any of you.

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- This exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration because it is:
- (1) Used exclusively on your **premises**; or
  - (2) Kept in dead storage on your **premises**.
- c. A recreational land motor vehicle owned entirely or partially by any of you.
- This exclusion does not apply:
- (1) To recreational land motor vehicles while on your **premises**;
  - (2) To recreational land motor vehicles in dead storage; or
  - (3) To a golf cart while used for golfing.

Exception deleted due to redundancy

Exclusion now applies to land motor vehicles owned or partially owned by the insured

But this exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration because it is:

- 1. used exclusively on your **premises**; or
- 2. kept in dead storage on your **premises**.

But this exclusion does not apply to equipment usual to the maintenance of your **premises**.

- c. a recreational land motor vehicle, other than a golf cart owned by any of you while being used for golfing purposes.

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d. Watercraft:

- (1) Owned entirely or partially by, or rented to, any of you if it has motor power, as rated by its manufacturer, of more than 50 total horsepower; or
- (2) Owned entirely or partially by, or rented to, any of you if it is a sailing vessel 26 feet or more in length.

e. Trailers.

This exclusion applies only to trailers being towed by or carried on a land motor vehicle.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by any of you.

- 7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.

Exclusion now applies to watercraft owned or partially owned by the insured

No change

New 7 and 8 replaces old exclusion 8 – no change in intent

d. watercraft:

- 1. owned by or rented to any of you if it has motor power of more than 50 total horsepower;
- 2. owned by or rented to any of you if it is a sailing vessel 26 feet or more in length.

But this exclusion does not apply to **bodily injury** to a **resident employee** arising out of and in the course of employment by any of you.

e. Trailers;

But this exclusion does not apply to a boat, camper, home or utility trailer not being towed by or carried on a land motor vehicle.

8 arising out of:

- a. the entrustment by any of you to any person; or
- b. the negligent supervision by any of you of any person; or
- c. any liability by statute imposed on any of you; or
- d. any liability assumed through an unwritten or written agreement by any of you

with regard to the ownership, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer, which is not insured in Section II—Your Liability Coverages.

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8. Arising out of:

- a. The negligent supervision by any of you of any person;
- b. Any liability by statute imposed on any of you; or
- c. Any liability assumed through an unwritten or written agreement by any of you;

with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.

9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.

10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests.

No change

Exclusion also now applies to transmission or exposure by your resident employee, your roomers or boarders, any tenant, any other residents of the dwelling

10. arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder

11. arising out of the transmission of or exposure to a communicable disease by any of you.

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11. Arising out of child care services provided for a fee by or at the direction of:

- a. Any of you;
- b. Any of your employees; or
- c. Any other person actually or apparently acting on behalf of any of you.

This exclusion does not apply to the occasional child care services provided by any of you or to the part-time child care services provided by any of you younger than 19 years of age.

12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests.

No change

Exclusion now applies to any sexual act, sexual molestation, corporal punishment or physical or mental abuse by your residence employee, your roomers or boarders, any tenant, any other residents of the dwelling

12. arising out of child care services provided for a fee by or at the direction of:

- a. any of you;
- b. any of your employees;
- c. any other person actually or apparently acting on behalf of any of you.

But this exclusion does not apply to the occasional child care services provided by any of you or to the part-time child care services provided by any of you younger than 19 years of age.

13. arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse.

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13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, methamphetamines, marijuana and all narcotic drugs.

Rather than exclude illegal acts, we now use wording excluding more specifically illegal drugs. This is similar to the ISO approach.

14 arising out of the illegal or unlawful acts of any of you or any of your guests.

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14. Arising out of nuclear reaction, radiation or radioactive contamination.

No change

**PERSONAL LIABILITY WILL NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE FOR**

5. **bodily injury or property damage** arising out of nuclear reaction, radiation or radioactive contamination.

15. Sustained by any person who regularly resides in that part of the dwelling described on the Declarations Page that is used or occupied by you for residential purposes.

Introduced to reinforce providing coverage for claims brought by tenants other than residence of the insureds own living unit

**PERSONAL LIABILITY AND MEDICAL PAYMENTS TO OTHERS. COVERAGES DO NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE**

16. Resulting from an act committed by any of you in the course of or in furtherance of any crime or offense of a violent nature.

New exclusion

17. Arising out of any premises or dwelling owned by or leased to any of you that is not described in this policy.

No change in intent

15. arising out of any other residence premises owned or leased to any of you, unless it is added to this policy and any additional premium, if required, is paid

18. Arising out of liability for your share of any loss for an assessment charged against all members of an association, corporation or community of tenants or property owners.

No change in intent

9. arising out of liability for your share of any loss for an assessment charged against all members of an association of property owners.

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06  
Dwelling Fire Three Policy Owner Occupied –  
Form 11002 03/06

Narrative

Comprehensive Personal Liability Coverage Grant –  
Form 10010 05/95

**Coverage F — Personal Liability**

We will not pay for:

1. Liability assumed in an unwritten or written agreement in connection with a **business** of any of you.
2. Liability arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.
3. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
4. Damage to property rented to, occupied or used by any of you or in your care, except **property damage** caused by fire, smoke or explosion.
5. **Bodily injury** to any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability or occupational disease law.
6. **Bodily injury or property damage** to any of you as defined in this Policy.

No change in intent

New exclusion

No change

No change

No change

No change

**PERSONAL LIABILITY WILL NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE FOR**

1. liability assumed in any contract or agreement in connection with **business** of yours.
2. damage to property owned, sold, rented to others, abandoned or given away by any of you
3. damage to property rented to, occupied or used by any of you or in your care, except **property damage** caused by fire, smoke or explosion.
4. **bodily injury** to any person eligible to receive any benefits required to be provided by you under any workers' compensation, nonoccupational disability or occupational disease law.
6. **bodily injury or property damage** to any of you as defined in this policy.

Dwelling Fire One Policy Owner Occupied –  
Form 11000 03/06  
Dwelling Fire Three Policy Owner Occupied –  
Form 11002 03/06

Narrative

Comprehensive Personal Liability Coverage Grant –  
Form 10010 05/95

**Coverage G — Medical Payments  
To Others**

We will not pay for **bodily injury**:

1. To any of you or any person who regularly resides in any of the dwelling units which are in the dwelling.
2. To a **residence employee** if **bodily injury** occurs off your **premises** and does not arise out of, or in the course of, the employment by any of you.
3. To any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability or occupational disease law.

Expanded because the policy may insure a structure containing more than one residential unit

No change

No change

Moved to exclusion 14.

**MEDICAL PAYMENTS TO OTHERS WILL NOT PAY FOR BODILY INJURY**

1. to any of you.
2. to a **resident employee** if **bodily injury** occurs off your **premises** and does not arise out of, or in the course of, the employment by you.
3. to any person eligible to receive any benefits required to be provided by you under any workers' compensation, nonoccupational disability or occupational disease law.
4. arising out of nuclear reaction, radiation or radioactive contamination.

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Dwelling Fire Three Policy Owner Occupied –  
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Narrative

Comprehensive Personal Liability Coverage Grant –  
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**Damage To Property Of Others**

We will not pay for damage:

1. Otherwise insured in this policy.
2. Caused intentionally by any one of you who is 13 years old or older.
3. To property owned by any of you or any person who regularly resides in that part of the dwelling occupied by you.
4. Arising out of:
  - a. Any of your **business**; or
  - b. Any act or omission in connection with a premises owned, rented or controlled by any of you that is not described in this policy.
5. Arising out of the ownership, operation, maintenance or use of any:
  - a. Aircraft;
  - b. Land motor vehicle;
  - c. Recreational land motor vehicle;
  - d. Watercraft; or
  - e. Trailer.

No change

No change

Expanded coverage to include rented property

No change

No change

This exclusion does not apply to:

- (1) Golf carts while being used for golfing purposes; or
- (2) Equipment usual and incidental to the maintenance of your **premises**.

**DAMAGE TO PROPERTY OF OTHERS WILL NOT PAY FOR PROPERTY DAMAGE**

1. otherwise insured in this policy.
2. caused intentionally by any one of you who is 13 years old or older.
3. to property owned by or rented to you, a tenant of yours or a resident of your home.
4. arising from:
  - a. your **business** pursuits; or
  - b. any act or omission in connection with a **premises** owned, rented or controlled by you unless it is added to this policy and any additional premium, if required, is paid.
5. arising out of the ownership, maintenance or use of:
  - a. aircraft;
  - b. any land motor vehicle or any parts of these;
  - c. recreational land motor vehicle;
  - d. watercraft; or
  - e. trailer.

But this exclusion does not apply to:

  1. golf carts while being used for golfing purposes; or
  2. equipment usual and incidental to the maintenance of your **premises**.

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Dwelling Fire Three Policy Landlord –  
Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

Landlord Liability Coverage Grant –  
Form 20061 04/02

Narrative

**SECTION II — Your  
Liability Coverages**

**Coverage F — Premises Liability**

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises**, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** and during the Policy Period shown on the Declarations Page.

No change

**SECTION II - YOUR LIABILITY COVERAGES  
COVERAGE G - PREMISES LIABILITY COVERAGE**

If a claim is made or a suit brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises** to which this coverage applies, we will:

- a. pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
- b. provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident equals the Limit of Liability shown on the Declarations Page. This insurance applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs during the Policy Period.

Narrative

**Coverage G — Medical  
Payments To Others**

We will pay for you up to the Limit of Liability shown on the Declarations Page, the actual, necessary and reasonable **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments to Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only to a person on your **premises** with your permission.

But Medical Payments To Others does not apply to:

1. Any tenant residing on your **premises**; or
2. Any other person regularly residing on your **premises**.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

Broadened coverage to apply to medical expenses that occurred with 3 years

Moved to exclusion 16

Moved to exclusion 17

Moved to exclusion 17

Deleted

**COVERAGE H - MEDICAL PAYMENTS TO OTHERS**

We will pay for you up to the Limit of Liability shown on the Declarations Page, the necessary and reasonable **medical expenses** incurred or medically determined within one year from the date of an accident causing **bodily injury**. This insurance applies to **bodily injury** only if the **bodily injury** occurs during the Policy Period.

Medical Payments To Others applies only to a person on your **premises** with your permission

But Medical Payments To Others does not apply to:

1. any of you;
2. any tenant residing on your **premises**;
3. any other person regularly residing on your **premises**;
4. any employee of yours, or of any tenant or of any other person regularly residing on your **premises** if the **bodily injury** arose out of or in the course of employment;
5. any person eligible to receive any benefits required to be provided by you under any workers' compensation, nonoccupational disability or occupational disease law.
6. any person participating in an athletic activity.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

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Form 11003 03/06  
Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

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Landlord Liability Coverage Grant –  
Form 20061 04/02

**SECTION II — Your  
Additional Coverages**

**Claim Expenses**

We will pay:

1. Expenses incurred by us and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Premises Liability;

We are not obligated to apply for or furnish any bonds;

3. Expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

No change

**SECTION II - YOUR ADDITIONAL COVERAGES  
ADDITIONAL EXPENSES WE PAY**

For claim expenses we pay:

- a. expenses incurred by us and costs taxed against you in any suit we defend;
- b. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Premises Liability. We are not obligated to apply for or furnish any bonds;
- c. expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;
- d. prejudgment interest awarded against you on that part of the judgment we pay; and
- e. interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

Narrative

Landlord Liability Coverage Grant –  
Form 20061 04/02

**First Aid Expenses**

We will pay your expenses for first aid to others at the scene of an accident which occurs on your premises. We will not pay for first aid to any of you.

No change

FIRST AID EXPENSES

We will pay your expenses for first aid to others at the scene of an accident which occurs on your premises. We will not pay for first aid to any of you.

**SECTION II — Exclusions**

**Coverage F — Premises Liability  
Coverage G — Medical  
Payments To Others**

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
  - a. Intended or expected the result of his or her omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
  - b. Was under the influence of alcohol or narcotics;

No change in intent

SECTION II - EXCLUSIONS

PREMISES LIABILITY AND MEDICAL PAYMENTS TO OTHERS COVERAGES DO NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE

1. resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
  - a. intended or expected the result of his or her act or omission so long as the resulting injury or damage was a natural consequence of the intended act or omission;
  - b. was under the influence of alcohol or narcotics;

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c. Was insane; or  
d. Is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.  
  
But this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of **business** pursuits of any of you.

3. Arising out of the rendering or failing to render professional services.

4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.

5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

No change

No change

No change

No change

c. was insane; or  
d. is deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.  
This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

3. arising out of your **business** pursuits

4. arising out of the rendering or failing to render professional services.

5. arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants** at or from any **premises** you own, rent, occupy, sell, abandon or give away

6. arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

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6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:
- a. An aircraft;
  - b. A land motor vehicle;
  - c. A recreational land motor vehicle;
  - d. A watercraft; or
  - e. Trailers.

But this exclusion does not apply to **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of motor vehicles or conveyances that are not subject to motor vehicle registration and that are used solely for maintenance of your premises.

7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.

No change in intent

New 7 and 8 replaces old exclusion 8 – no change in intent

7. arising out of the ownership, maintenance, use, loading or unloading of:
- a. an aircraft;
  - b. a land motor vehicle designed for use on public roads, owned or operated by or rented or loaned to any of you;
  - c. a recreational land motor vehicle owned by any of you;
  - d. a watercraft owned by, operated by, or rented or loaned to any of you; or
  - e. a trailer owned by, operated by, or rented or loaned to any of you.

8. arising out of:
- a. the entrustment by any of you to any person; or
  - b. the negligent supervision by any of you of any person; or
  - c. any liability by statute imposed on any of you; or
  - d. any liability assumed through an unwritten or written agreement by any of you;
- with regard to the ownership, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer which is not insured in Section II – Your Liability Coverages

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Dwelling Fire One Policy Vacant or Unoccupied –  
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8. Arising out of:
- a. The negligent supervision by any of you of any person;
  - b. Any liability by statute imposed on any of you; or
  - c. Any liability assumed through an unwritten or written agreement by any of you;
- with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.
9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.
10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, any tenant, any other residents of your tenant's dwelling unit, or guests.

No change

Exclusion also now applies to transmission or exposure by your resident employee, your roomers or boarders, any tenant, any other residents of the dwelling

10. arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.

11. arising out of the transmission of or exposure to a communicable disease by any of you.

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Dwelling Fire One Policy Vacant or Unoccupied –  
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- 11. Arising out of child care services provided by a fee by or at the direction of:
  - a. Any of you;
  - b. Any of your employees; or
  - c. Any other person actually or apparently acting on behalf of any of you.
  
- 12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, any tenant, any other residents of your tenant's dwelling unit, or guests.
  
- 13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, methamphetamines, marijuana and all narcotic drugs.
  
- 14. Arising out of nuclear reaction, radiation or radioactive contamination.

No change

Exclusion now applies to any sexual act, sexual molestation, corporal punishment or physical or mental abuse by your residence employee, your roomers or boarders, any tenant, any other residents of the dwelling

Rather than exclude illegal acts, we now use wording excluding more specifically illegal drugs. This is similar to the ISO approach.

No change

- 12. arising out of child care services provided for a fee by or at the direction of:
    - a. any of you;
    - b. any of your employees;
    - c. any other person actually or apparently acting on behalf of any of you.
  
  - 13. arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse
  
  - 14. arising out of the illegal or unlawful acts of any of you, your guests, your tenants, or their guests
- PERSONAL LIABILITY WILL NOT PAY FOR:**
- 4. liability arising out of nuclear reaction, radiation or radioactive contamination.

	Narrative	Landlord Liability Coverage Grant – Form 20061 04/02
<p>15. Arising out of the selling, serving or giving of an alcoholic beverage by any of you:</p> <ul style="list-style-type: none"> <li>a. To a minor;</li> <li>b. To a person under the influence of alcohol; or</li> <li>c. Which causes or contributes to the intoxication of any person.</li> </ul>	<p>No change</p>	<p><b>PREMISES LIABILITY AND MEDICAL PAYMENTS TO OTHERS COVERAGES DO NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE</b></p> <p>15 arising out of the selling, serving or giving of any alcoholic beverage:</p> <ul style="list-style-type: none"> <li>a. to a minor;</li> <li>b. to a person under the influence of alcohol; or</li> <li>c. which causes or contributes to the intoxication of any person.</li> </ul>
<p>16. To any of you.</p>	<p>No change</p>	<p><b>PERSONAL LIABILITY WILL NOT PAY FOR</b></p> <p>5. <b>bodily injury</b> or <b>property damage</b> to any of you as defined in this policy.</p>
<p>17. To an employee of any of you arising out of and in the course of employment by any of you or consequential injuries to a spouse, child, parent, brother or sister of the injured employee.</p> <p>This exclusion applies:</p> <ul style="list-style-type: none"> <li>a. Whether you may be liable as an employer or in any other capacity; and</li> <li>b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.</li> </ul>	<p>No change</p>	<p>6. <b>bodily injury</b> to:</p> <ul style="list-style-type: none"> <li>a. an employee of any of you arising out of and in the course of employment by any of you; or</li> <li>b. consequential injuries to a spouse, child, parent, brother or sister of the injured employee.</li> </ul> <p>This exclusion applies:</p> <ul style="list-style-type: none"> <li>a. whether you may be liable as an employer or in any other capacity; and</li> <li>b. to any obligation to share damages with or repay someone else who must pay damages because of the injury.</li> </ul>

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18. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

These exclusions apply also to **bodily injury** or **property damage** arising out of the activities of any persons or organizations you hired to manage or maintain your **premises**.

No change

Since the policy was rewritten to apply to landlord exposures this provision was added to that the exclusions would apply to activities of the landlords agents

Deleted as not necessary

Deleted as not necessary

8. **bodily injury** or **property damage** resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

**PREMISES LIABILITY AND MEDICAL PAYMENTS TO OTHERS COVERAGES DO NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE**

2. arising out of the rental or holding for rental of any **premises** owned by any of you unless it is a **premises** insured by this policy.

9. arising out of liability for your share of any loss for an assessment charged against all members of an association of property members.

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Dwelling Fire One Policy Vacant or Unoccupied –  
Form 11004 03/06

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**Coverage F — Premises Liability**

We will not pay for **bodily injury** or **property damage** for:

1. Liability assumed in any contract or agreement.
2. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
3. Damage to property rented to, occupied or used by any of you in your care, except **property damage** caused by fire, smoke or explosion.
4. Any claim or legal action asserted against any of you by any tenant or tenant association, corporation or community regarding the manner in which your **premises** is managed or operated.

No change

**PERSONAL LIABILITY WILL NOT PAY FOR**

1. liability assumed in any contract or agreement.
2. damage to property owned, sold, rented to others, abandoned or given away by any of you.
3. damage to property rented to, occupied or used by any of you or in your care, except **property damage** caused by fire, smoke or explosion.
7. liability arising out of any claim or legal action asserted against any of you by any tenant or tenant association regarding the manner in which your **premises** is managed or operated.

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These definitions are now  
contained in the base policy

**DEFINITIONS**

The definition of **business** is changed to read:

**Business** means:

Any full or part-time trade, profession or occupation.

But **business** does not mean:

1. the rental or holding for rental of your **premises** or any part of your **premises** for use as a dwelling unless a single family unit which is part of the dwelling is used by the occupying family to lodge three or more roomers or boarders
2. the rental or holding for rental of part of your **premises** as a private garage, office, school or studio.

The definition of **premises** is changed to read:

**Premises** means your:

dwelling;

garage;

carports;

tool sheds; or

other structures usual to your use of the dwelling;

as long as they are located on the same **premises** as the dwelling shown on the Declarations Page.

**Premises** also includes:

sidewalks and driveways adjacent to your dwelling.

But **premises** does not include:

structures rented or used for farm or business use; and

land used for commercial farming.

The definition of **Bodily Injury** is changed to read:

**Bodily Injury** means physical injury, sickness, disease or death caused by an accident, sustained by any person except you.

Additional Insured – Nonresident  
Form 11005 03/06

Narrative

Additional Insured – Nonresident  
Form 10012 01/93

**INSURING AGREEMENT**

The following is added to the Insuring Agreement:

You, your and yours also means the person or organization named in this Additional Insured - Nonresident form with respect to:

1. Coverage A - Dwelling and Coverage B - Other Structures shown in **SECTION I**;
2. Coverage C - Personal Property shown in **SECTION I** if it is specifically shown that the additional insured has an interest in any personal property;
3. Coverage F and Coverage G If a Limit of Liability is shown on the Declarations Page in **SECTION II** and only with respect to the ownership, maintenance or use of the **premises** shown on the Declarations Page.

No coverage is provided for **bodily injury** to any employee arising out of or in the employee's employment by the additional insured.

**Name and Address of Additional Named Insured:**

**Interest:**

All other provisions of your policy apply.

No change

**PREMISES DESCRIPTION:**

**Name and Address of Additional Insured:**

**Interest:**

**INSURING AGREEMENT**

The second paragraph is changed to include:

You, your and yours also means the person or organization named in this Additional Insured - Nonresident form.

Your policy includes the person or organization named with respect to:

- a Coverage A - Dwelling and Coverage B - Other Structures shown in **Section I**;
  - b Coverage C - Personal Property shown in **Section I** if it is specifically shown above that the additional insured has an interest in any Personal Property;
  - c Liability and Medical Payments To Others Coverages if provided in **Section II** and only with respect to the ownership, maintenance or use of the **premises** shown on the Declarations Page.
- Personal Liability does not apply to **bodily injury** to any employee arising out of or in the employee's employment by the additional insured

All other provisions of your policy apply

Loss Payee  
Form 11006 03/06

Narrative

Loss Payee  
Form 10005 01/93

**Coverage C - Personal Property**

Loss to Personal Property insured by the policy will be payable as interest may appear to:

No change

**PREMISES DESCRIPTION:**

Loss or damage, if any, to Coverage C - Personal Property insured by the policy will be payable as interest may appear to:

All other provisions of your policy apply

Form 10005 01/93

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All other provisions of your policy apply.

Additional Named Insured  
Form 11007 03/06

Narrative

Additional Named Insured  
Form 10006 01/93

**INSURING AGREEMENT**

The following is added to the Insuring Agreement:  
You, your and yours also means the additional person(s)  
or organization named on this endorsement.

**Name and Address of Additional Named Insured:**

All other provisions of your policy apply.

No change

**PREMISES DESCRIPTION:**

**Name and Address of Additional Named Insured:**

**INSURING AGREEMENT**

The second paragraph is changed to include:  
You, your and yours also means the additional person(s) named on this endorsement.

All other provisions of your policy apply

Form 10006 01/93

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Unrelated Named Insured  
Form 11008 03/06

Narrative

Unrelated Named Insured  
Form 10007 01/93

**INSURING AGREEMENT**

The following is added to the Insuring Agreement:

You, your and yours also means the additional person named on the Declarations Page while that person is a full-time resident of your dwelling.

All other provisions of your policy apply.

No change

**INSURING AGREEMENT**

The second paragraph is changed to include:

You, your and yours also means the additional person named on the Declarations Page while that person is a full-time resident of your dwelling.

All other provisions of your policy apply.

Form 10007 01/93

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Reduction in Coverage When Vacant or Unoccupied  
Form 11010 03/06

Narrative

Reduction in Coverage When Vacant or Unoccupied  
Form 20007 10/93

**DEFINITIONS**

The following definitions are added:

**Vacant** means the absence of most of the furniture and other items needed for human occupancy as a dwelling.

**Unoccupied** means not being used as a dwelling. Any dwelling structure with no permanent resident is **unoccupied** even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be **unoccupied**.

**Declarations Page**

The Amounts of Insurance shown on the Declarations Page are reduced to 60% of the amounts shown any time the dwelling on your **premises** is **vacant** or **unoccupied** for a period of 30 days or more.

All other provisions of your policy apply.

Deleted 'unless the policy has been rated for the vacant or unoccupied use' as we now insure these risks on separate policy form

**DEFINITIONS**

The following definitions are added:

**Vacant** means the absence of most of the furniture and other items needed for human occupancy as a dwelling

**Unoccupied** means not being used as a dwelling. Any dwelling structure with no permanent resident is **unoccupied** even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be **unoccupied**.

**Declarations Page**

The Amounts of Insurance shown on the Declarations Page are reduced to 60% of the amounts shown any time the dwelling on your **premises** is **vacant** or **unoccupied** for a period of 30 days or more, unless the policy has been rated for the **vacant** or **unoccupied** use.

All other provisions of your policy apply



Replacement Cost – Dwelling Form 11012 03/06	Narrative	Replacement Cost Including Inflation Guard Form 20050 09/95
<p>We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.</p> <p>The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.</p> <p><b>Actual Cash Value Payment Method</b></p> <p>You may disregard the Replacement Cost Payment Method and make a claim on an Actual Cash Value Payment Method. If you do, you may make further claim within 180 days after the loss for any additional cost you incur in replacing the damaged property. If you do elect to make a claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the dwelling will be the lowest of:</p> <ol style="list-style-type: none"> <li>1. The difference between the <b>actual cash value</b> of the dwelling immediately before the loss and its <b>actual cash value</b> immediately after the loss;</li> <li>2. The <b>actual cash value</b> of the damaged part of the dwelling at the time of the loss;</li> <li>3. The amount required to repair or replace the dwelling; or</li> <li>4. The Amount of Insurance shown on the Declarations Page for the dwelling.</li> </ol> <p>We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.</p> <p>We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.</p> <p>The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.</p>	<p>No change</p>	

Replacement Cost – Dwelling Form 11012 03/06	Narrative	Replacement Cost Including Inflation Guard Form 20050 09/95
<p><b>Coverage B - Other Structures Payment Method</b>  <b>Total and Partial Loss Payment Method</b>  <b>Replacement Cost Payment Method</b></p> <p>This payment method applies only if the other structure is repaired or replaced for the same use on your <b>premises</b> shown on the Declarations Page.</p> <p>If, at the time of loss, the Amount of Insurance for the other structures is 80% or more of their <b>replacement cost</b>, we will pay the cost to repair or replace the damaged part of the other structure but not more than the Amount of Insurance shown on the Declarations Page for that Other Structure. Our payment will be the lowest of:</p> <ol style="list-style-type: none"> <li>1. The <b>replacement cost</b> of the damaged other structure on the same <b>premises</b>;</li> <li>2. The amount actually spent for necessary repair or replacement of the damaged other structure; or</li> <li>3. The Amount of Insurance shown on the Declarations Page for the other structures.</li> </ol> <p>If the <b>replacement cost</b> of the damaged property is more than \$2,500, we will not pay the total cost of repair or replacement until actual repair or replacement is completed.</p> <p>If, at the time of loss, the Amount of Insurance for the other structures is less than 80% of their <b>replacement cost</b>, we will pay the greater of the following amounts but not more than the Amount of Insurance shown on the Declarations Page for the other structures.</p> <ol style="list-style-type: none"> <li>1. The <b>actual cash value</b> of the damaged part of the other structure;</li> <li>2. The amount of the loss multiplied by the ratio of the Amount of Insurance on your other structure to 80% of its <b>replacement cost</b>; or</li> <li>3. The Amount of Insurance shown on the Declarations Page for the other structures.</li> </ol> <p>If you elect not to repair or replace the other structure for the same use on your <b>premises</b> shown on the Declarations Page, the Actual Cash Value Payment Method will apply.</p> <p>We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.</p>	<p>No change</p>	

Replacement Cost – Dwelling Form 11012 03/06	Narrative	Replacement Cost Including Inflation Guard Form 20050 09/95
<p>The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.</p> <p><b>Actual Cash Value Payment Method</b></p> <p>You may disregard the Replacement Cost Payment Method and make a claim on an Actual Cash Value Payment Method. If you do, you may make further claim within 180 days after the loss for any additional cost you incur in replacing the damaged property. If you do elect to make a claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the other structure will be the lowest of:</p> <ol style="list-style-type: none"> <li>1. The difference between the <b>actual cash value</b> of the other structure immediately before the loss and its <b>actual cash value</b> immediately after the loss;</li> <li>2. The <b>actual cash value</b> of the damaged part of the other structure at the time of the loss;</li> <li>3. The amount required to repair or replace the other structure; or</li> <li>4. The Amount of Insurance shown on the Declarations Page for the other structure.</li> </ol> <p>We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.</p> <p>We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.</p> <p>The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.</p> <p>All other provisions of your policy apply.</p>	<p>No change</p>	

Replacement Cost – Personal Property  
Form 11013 03/06

Narrative

Replacement Cost for Personal Property Coverage  
Form 10052 01/96

**SECTION I - Our Payment Methods, Coverage C - Personal Property** is changed to read:

The amount we pay for loss to personal property will be the lowest of:

1. The **replacement cost** at the time of the loss;
2. The amount actually and necessarily spent to repair or restore the damaged personal property;
3. The Amount of Insurance shown on the Declarations Page for Coverage C - Personal Property;
4. Any special Amount of Insurance described in your policy; or
5. The Amount of Insurance applicable to any article separately described and specifically insured in this policy.

The replacement cost payment method does not apply to:

1. Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with new articles;
2. Articles whose age or history contribute substantially to their value; this includes but is not limited to memorabilia, souvenirs, and collector's items; or
3. Property which is obsolete or unusable for the purpose for which it was originally intended because of its age or condition prior to the loss.

If the **replacement cost** for the lost or damaged property is more than \$2,500, we will not pay the total cost of repair or replacement until actual repair or replacement is completed.

Increased from \$500 amount to  
\$2,500

OUR PAYMENT METHODS under SECTION I COVERAGE C - PERSONAL PROPERTY is changed to read:

The amount we pay for loss to personal property will be the lowest of the following amounts:

1. The **replacement cost** at the time of the loss;
2. The amount actually and necessarily spent to repair or restore the damaged personal property;
3. The Amount of Insurance shown on the Declarations Page for Coverage C - Personal Property;
4. Any special Amount of Insurance described in your policy;
5. The Amount of Insurance applicable to any article separately described and specifically insured in this policy.

The **replacement cost** provision does not apply to:

1. Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with new articles;
2. Articles whose age or history contribute substantially to their value; this includes but is not limited to memorabilia, souvenirs, and collector's items;
3. Property which is obsolete or unusable for the purpose for which it was originally intended because of its age or condition prior to the loss.

If the **replacement cost** for the damaged property is more than \$500, we will not pay the total cost of repair or replacement until actual repair or replacement is completed.

Replacement Cost – Personal Property  
Form 11013 03/06

Narrative

Replacement Cost for Personal Property Coverage  
Form 10052 01/96

If you do not repair, restore or replace the lost or damaged personal property, we will pay the lowest of:

1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;
3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

This choice will not affect your right to pursue your claim within 180 days after the loss for any additional payments that may be due you.

If, as a result of loss to your personal property we pay you in cash or by replacement, at our option, we have the right to take legal title of your property.

**PAYMENT METHODS - SPECIFIC LOSSES** is not changed.

All other provisions of your policy apply.

Combined old #2 and #4 which is now new #3

If you decide not to repair, restore or replace, then the amount we pay for loss of or damage to your personal property will be the lowest of:

1. The difference between the **actual cash value** of your property immediately before the loss and its **actual cash value** immediately after the loss; or
2. The cost of repairing the damage; or
3. The **actual cash value** of your property immediately preceding the loss; or
4. The cost of replacing your property with like kind and quality; or
5. The Amount of Insurance shown on the Declarations Page.

This choice will not affect your right to pursue your claim within 180 days after the loss for any additional payments that may be due you.

If, as a result of loss to your personal property we pay you in cash or by replacement, at our option, we have the right to take legal title of your property.

**PAYMENT METHODS - SPECIFIC LOSSES** is not changed

All other provisions of your policy apply.

Limited Theft Coverage  
Form 11014 03/06

Narrative

Limited Theft Coverage  
Form 20005 01/93

**SECTION I - Insured Perils**

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C - Personal Property only while it is on your **premises** caused by any of the additional following perils unless the loss is excluded elsewhere in this policy:

1. Theft and attempted theft, including mysterious disappearance;
2. Vandalism or malicious mischief as a result of theft or attempted theft.

But we do not insure:

1. Any loss at your **premises** caused by, resulting from, contributed to or aggravated by intentional acts of any tenant, roomer, boarder, members of tenant's household, or their employees; or
2. Any loss at your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

**SPECIAL AMOUNTS OF INSURANCE**

We will pay up to the Amount of Insurance shown for each category for the peril of theft, attempted theft or mysterious disappearance. But this does not increase the Amount of Insurance for Coverage C - Personal Property. \$1,000 Tools.

**PROPERTY WE DO NOT INSURE**

We do not insure for theft, attempted theft, or mysterious disappearance of:

1. Goldware, gold-plated ware, silverware, silver-plated ware, and pewterware;
2. Jewelry, watches, furs, precious and semi-precious stones; or
3. Firearms.

Reinforces policy requirements that all losses must be both sudden and accidental

Reinforces original intent with additional language

We now offer higher amounts of theft coverage. However, we added special amounts of insurance for tools to retain the current \$1,000 amounts

No change

**SECTION I - INSURED PERILS - COVERAGE C - PERSONAL PROPERTY**

We insure risk of direct physical loss to property insured by Coverage C only while it is on your premises caused by any of the additional following perils unless the loss is excluded elsewhere in this policy:

- a. theft and attempted theft;
- b. vandalism or malicious mischief as a result of theft or attempted theft. But we do not insure loss at your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. Your dwelling is not considered vacant while under construction.

But we do not insure loss caused by a tenant, roomer, boarder, members of the tenant's household, or their employees

**PROPERTY NOT COVERED**

The following types of property are added to the types of property that we do not insure:

- a. goldware, gold-plated ware, silverware, silver-plated ware, and pewterware;
- b. jewelry, watches, furs, precious and semi-precious stones;
- c. firearms.

Limited Theft Coverage Form 11014 03/06	Narrative	Limited Theft Coverage Form 20005 01/93
<b>AMOUNT OF INSURANCE</b> We will pay no more than in any one loss caused by theft.	The amount of insurance available is now a variable – beginning at \$1,000	<b>LIMIT OF LIABILITY</b> We will pay no more than \$1,000 in any one loss caused by theft.
<b>DEDUCTIBLE</b> A \$250 deductible will apply to any one loss. No other deductible applies to this coverage.	No change	<b>DEDUCTIBLE</b> A \$250 deductible will apply to any one loss. No other deductible applies to this coverage
All other provisions of your policy apply.		All other provisions of your policy apply <small>Form 20005 01/93 © 1993 Foremost Insurance Company</small>

Broad Theft Coverage  
Form 11015 03/06

Narrative

Broad Theft Coverage  
Form 20006 01/93

**SECTION I - Insured Perils**

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C - Personal Property caused by any of the additional following perils unless the loss is excluded elsewhere in this policy:

1. Theft and attempted theft, including mysterious disappearance;
2. Vandalism or malicious mischief as a result of theft or attempted theft.

But we do not insure:

1. Any loss at your **premises** caused by, resulting from, contributed to or aggravated by intentional acts of any tenant, roomer, boarder, members of tenant's household, or their employees; or
2. Any loss at your **premises** if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered or repaired is not considered vacant.

**SPECIAL AMOUNTS OF INSURANCE**

We will pay up to the Amount of Insurance shown for each category for the peril of theft, attempted theft or mysterious disappearance. But this does not increase the Amount of Insurance for Coverage C - Personal Property.

\$1,000 Tools.

\$1,000 Jewelry, watches, furs, precious and semi-precious stones.

\$1,000 Firearms.

\$1,000 Silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

Reinforces policy requirements that all losses must be both sudden and accidental

Owner occupied is now available to 1-4 family dwellings. As a result we have added language addressing tenants

We now offer higher amounts of theft coverage. We added special amount to clarify intent that these items should be limited to \$1,000

**SECTION I - INSURED PERILS - COVERAGE C - PERSONAL PROPERTY**

We insure risk of direct physical loss to property insured by Coverage C caused by any of the additional following perils unless the loss is excluded elsewhere in this policy:

- a. theft and attempted theft;
- b. vandalism or malicious mischief as a result of theft or attempted theft. But we do not insure loss at your premises if your dwelling has been vacant for more than 30 consecutive days immediately before the loss. Your dwelling is not considered vacant while under construction.

**SPECIAL LIMITS ON CERTAIN PROPERTY**

We will pay up to the Amount of Insurance shown for each category, but this does not increase the Amount of Insurance for Coverage C - Personal Property.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals;
- b. \$1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, personal records, tickets and stamps;
- c. \$1,000 on jewelry, watches, furs, precious and semi-precious stones;
- d. \$2,000 on firearms;
- e. \$2,500 on silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

Broad Theft Coverage  
Form 11015 03/06

Narrative

Broad Theft Coverage  
Form 20006 01/93

**PROPERTY WE DO NOT INSURE**

We do not insure for theft, attempted theft, or mysterious disappearance of:

1. Property while at any location other than your **premises**, which is owned, rented to, or occupied by any of you, except while any of you are temporarily residing there;
2. Property while in the custody of any laundry, cleaner, tailor, presser, or dyer except for loss by burglary or robbery; or
3. Property while in the mail.

**AMOUNT OF INSURANCE**

We will pay no more than \_\_\_\_\_ in any one loss caused by theft.

**DEDUCTIBLE**

A \$250 deductible will apply to any one loss. No other deductible applies to this coverage.

All other provisions of your policy apply.

No change

The amount of insurance available is now a variable -- beginning at \$1,000

No change

**PROPERTY NOT COVERED**

The following types of property are added to the types of property that we do not insure:

- a. property while at any location other than your **premises**, which is owned, rented to, or occupied by any of you, except while any of you are temporarily residing there;
- b. property while in the custody of any laundry, cleaner, tailor, presser, or dyer except for loss by burglary or robbery; or
- c. property while in the mail.

**LIMIT OF LIABILITY**

We will pay no more than \$1,000 in any one loss caused by theft

**DEDUCTIBLE**

A \$250 deductible will apply to any one loss. No other deductible applies to this coverage

All other provisions of your policy apply

Incidental Business Use – Section II  
Form 11016 03/06

Narrative

Office or Professional Use of Residence Premises  
Section II  
Form 10013 01/93

**SECTION II - Exclusions**

**Coverage F - Personal Liability**

**Coverage G - Medical Payments To Others**

Exclusion 2. is changed to read:

2. Arising out of **business** pursuits of any of you.

This exclusion does not apply to:

- a. The rental or holding for rental of any part of the dwelling described on the Declarations Page to a tenant for residential purposes, provided that you continue to reside in the dwelling; or
- b. The incidental use of the **premises** to conduct the business described on this endorsement.

Incidental business conducted on **premises**:  
(Describe use)

No change in intent

Format changed to properly align with the format of the new base policy

All other provisions of your policy apply.

**PREMISES DESCRIPTION:**

Office or Professional use conducted on **premises**:  
(Describe use)

The policy is amended as follows:

**SECTION II**

With respect to Personal Liability Coverage and Medical Payments To Others Coverage, the occupancy of your **premises** by any of you as an office, school or studio will not be considered a **business**.

This insurance does not apply to **bodily injury** to:

- a. any employees of any of you arising out of the occupancy of your **premises** by any of you as an office, school or studio, other than to a **residence employee** while engaged in the employee's employment by any of you; or
- b. any pupil arising out of corporal punishment administered by or at the direction of any of you

All other provisions of your policy apply.

Business Property Form 11017 03/06	Narrative	Personal Property Relating to Office or Professional Use of Residence Premises Form 10014 01/93
<p><b>SECTION I - Your Property Coverages</b>  <b>Coverage C - Personal Property</b></p> <p>9. <b>Business</b> property owned by or in the possession of any of you or your <b>residence employee</b>.</p> <p>Is changed to read:</p> <p>9. <b>Business</b> property owned by or in the possession of any of you or your <b>residence employee</b>.                      But we do insure personal property, up to the Amount of Insurance shown on this endorsement, provided that:</p> <p>a. The property is used or intended for use with the incidental <b>business</b> shown on this endorsement; and</p> <p>b. The property is located on your <b>premises</b>.</p> <p>Incidental <b>business</b> on premises:</p> <p>Amount of Insurance:</p> <p><b>SECTION I - Exclusions</b>                      Exclusion 9. Is changed to read:                      Loss to property insured by Coverage A - Dwelling and Coverage B - Other Structures caused by any <b>business</b> activity being conducted with or without your knowledge by any of you or any resident of your <b>premises</b>.</p> <p>All other provisions of your policy apply.</p>	<p>No change in intent</p> <p>Format changed to properly align with the format of the new base policy</p>	<p><b>PREMISES DESCRIPTION:</b></p> <p>We will insure as part of your Personal Property Coverage, any personal property which pertains to the use of your dwelling for the purposes described. We will pay not more than the Amount of Insurance shown below for loss caused by an Insured Peril at your premises</p> <p>We acknowledge use of the dwelling for the following purposes:                      (Describe)</p> <p>Amount of Insurance:</p> <p>All other provisions of your policy apply</p> <p>Form 10014 01/93 <span style="float: right;">©1993, Foremost Insurance Company</span></p>

Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials – Dwelling Fire Three Form 11018 03/06

Narrative

Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials Form 20017 08/94

**SECTION I - Insured Perils**

Peril 3. Windstorm or Hail is changed to read:

3. Windstorm or Hail.

But we do not insure loss to signs while located outdoors.

We will pay no more than the Special Amount of Insurance shown for direct, sudden and accidental physical loss caused by windstorm or hail.

No change in intent

Format changed to properly align with the format of the new base policy

**PREMISES DESCRIPTION:**

We will pay no more than the Amount of Insurance shown below for direct loss caused by windstorm or hail to the following:

Amount of Insurance

radio or television antennas, aerials, or satellite dishes, antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment:

All other provisions of your policy apply.

Form 20017 08/94

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Special Amount of Insurance

Personal Property Group

Radio or television antennas, aerials, or satellite dishes, antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment:

**SECTION I - Exclusions**

Exclusion 12. Is changed to read:

Loss caused by ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

All other provisions of your policy apply.

Animal Liability Exclusion – Premises Liability Form 11023 03/06	Narrative	Landlord Liability Coverage Grant Animal Liability Exclusion Form 20029 09/99
<p><b>SECTION II - Exclusions</b></p> <p><b>Coverage F - Premises Liability</b>  <b>Coverage G - Medical Payments To Others</b></p> <p>The following exclusion is added:</p> <p>We will not pay for <b>bodily injury or property damage</b> arising out of the ownership, custody, control or possession of animals, by you or any person residing on your <b>premises</b>.</p> <p>All other provisions of your policy apply.</p>	<p>No change</p>	<p><b>SECTION II - EXCLUSIONS</b></p> <p><b>PREMISES LIABILITY AND MEDICAL PAYMENTS TO OTHERS COVERAGES DO NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE</b></p> <p>The following exclusion is added:</p> <p>16 Arising out of the ownership, custody, control or possession of animals, by you or any person residing on the premises, either on or away from the premises.</p> <p>All other provisions of your policy apply.</p> <p>Form 20029 09/99 © 1999. Foremost Insurance Company Grand Rapids, Michigan</p>

Animal Liability Exclusion – Personal Liability  
Form 11025 03/06

Narrative

Comprehensive Personal Liability Coverage Grant  
Animal Liability Exclusion  
Form 10140 04/00

**SECTION II - Exclusions**

**Coverage F - Personal Liability**

**Coverage G - Medical Payments To Others**

The following exclusion is added:

We will not pay for **bodily injury or property damage** arising out of the ownership, custody, control or possession of animals, by you or any person residing on your **premises**.

**Damage To Property Of Others**

The following exclusion is added:

We will not pay for damage arising out of the ownership, custody, control or possession of animals, by you or any person residing on the **premises**, whether the **bodily injury or property damage** occurs on or away from your **premises**.

No change

All other provisions of your policy apply.

**SECTION II - EXCLUSIONS**

**PERSONAL LIABILITY AND MEDICAL PAYMENTS TO OTHERS COVERAGES DO NOT PAY FOR BODILY INJURY OR PROPERTY DAMAGE**

The following exclusion is added:

16. Arising out of the ownership, custody, control or possession of animals, by you or any person residing on the **premises**, either on or away from your **premises**.

**DAMAGE TO PROPERTY OF OTHERS WILL NOT PAY FOR PROPERTY DAMAGE**

The following exclusion is added:

6. Arising out of the ownership, custody, control or possession of animals, by you or any person residing on the **premises**, either on or away from your **premises**.

All other provisions of your policy apply.

Earthquake Coverage Including Masonry Veneer  
– Dwelling Fire One  
Form 11027 03/06

Narrative

Earthquake – Including Masonry Veneer  
Form 10056 04/96

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami, however caused.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

Reinforces policy requirements that all losses must be both sudden and accidental

Reinforces original intent

Reinforces original intent as to what property is insured

We insure direct loss to covered property caused by earthquake. If more than one earthquake shock occurs during a 72-hour period, all such shocks will constitute one earthquake  
But we do not insure loss due directly or indirectly to any flood or tidal wave, however caused

Earthquake Coverage Including Masonry Veneer  
– Dwelling Fire One  
Form 11027 03/06

Narrative

Earthquake – Including Masonry Veneer  
Form 10056 04/96

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each Insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property.**

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	<u>\$ 1,000 deductible*</u>
<b>TOTAL DEDUCTIBLE</b>	<b>\$11,500 deductible</b>

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property.**

All other provisions of your policy apply.

Added language to describe how the deductible will be applied

Added an example of how deductible is applied

**DEDUCTIBLE**

The deductible amount shown on your Declarations Page is changed:

Earthquake loss:

Any one loss will be subject to a deductible of either:

- a. 10% of the total Amount of Insurance that applies; or
- b. \$1,000,

whichever amount is greater

This deductible applies separately to each Insured loss under Coverage A - Dwelling, Coverage B - Other Structures and Coverage C - Personal Property Coverages.

This coverage does not increase the Amount of Insurance that applies to covered property.

All other provisions of your policy apply

Earthquake Coverage Including Masonry Veneer  
– Dwelling Fire Three  
Form 11028 03/06

Narrative

Earthquake – Including Masonry Veneer  
Form 10056 04/96

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami, however caused.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

**Your Additional Coverages**

When direct, sudden and accidental physical loss to **covered property** is caused by earthquake, the following coverage described in **Your Additional Coverages** does not apply:

5. **Trees, Shrubs, Plants and Lawns.**

Reinforces policy requirements that all losses must be both sudden and accidental

Reinforces original intent

Reinforces original intent as to what property is insured

We insure direct loss to covered property caused by earthquake. If more than one earthquake shock occurs during a 72-hour period, all such shocks will constitute one earthquake

But we do not insure loss due directly or indirectly to any flood or tidal wave, however caused

Earthquake Coverage Including Masonry Veneer  
– Dwelling Fire Three  
Form 11028 03/06

Narrative

Earthquake – Including Masonry Veneer  
Form 10056 04/96

**SECTION I - Exclusions**

Exclusion 15. does not apply to loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property.**

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	<u>\$ 1,000 deductible*</u>
<b>TOTAL DEDUCTIBLE</b>	<b>\$11,500 deductible</b>

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property.**

All other provisions of your policy apply.

Added language to describe how the deductible will be applied

Added an example of how deductible is applied

**DEDUCTIBLE**

The deductible amount shown on your Declarations Page, is changed:

Earthquake loss:

Any one loss will be subject to a deductible of either:

- a. 10% of the total Amount of Insurance that applies; or
- b. \$1,000,

whichever amount is greater.

This deductible applies separately to each insured loss under Coverage A - Dwelling, Coverage B - Other Structures and Coverage C - Personal Property Coverages.

This coverage does not increase the Amount of Insurance that applies to covered property  
All other provisions of your policy apply

Earthquake Coverage Excluding Masonry  
Veneer – Dwelling Fire One  
Form 11029 03/06

Narrative

Earthquake  
Form 10057 04/96

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure:

1. Loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami; or
2. Loss to exterior masonry veneer. Stucco is not considered masonry veneer. The value of damaged exterior masonry veneer will be deducted from the Amount of Insurance applicable to the insured property before applying the deductible clause.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

Reinforces policy requirements that all losses must be both sudden and accidental

Reinforces original intent

No change

Reinforces original intent as to what property is insured

We insure direct loss to covered property caused by earthquake. If more than one earthquake shock occurs during a 72-hour period, all such shocks will constitute one earthquake.

But we do not insure:

- a. Loss due directly or indirectly by any flood or tidal wave, however caused;
- b. Loss to exterior masonry veneer. Stucco is not considered masonry veneer. The value of damaged exterior masonry veneer shall be deducted before applying the deductible clause.

Earthquake Coverage Excluding Masonry  
Veneer – Dwelling Fire One  
Form 11029 03/06

Narrative

Earthquake  
Form 10057 04/96

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each Insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property.**

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	\$ 1,000 deductible*
<b>TOTAL DEDUCTIBLE</b>	<b>\$11,500 deductible</b>

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property.**

All other provisions of your policy apply.

Added language to describe how the deductible will be applied

Added an example of how deductible is applied

**DEDUCTIBLE**

The deductible amount shown on your Declarations Page is changed:

Earthquake loss:

Any one loss will be subject to a deductible of either:

- a. 10% of the total Amount of Insurance that applies; or
- b. \$1,000.

whichever amount is greater.

This deductible applies separately to each Insured loss under Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property Coverages

This coverage does not increase the Amount of Insurance that applies to covered property  
All other provisions of your policy apply.

Earthquake Coverage Excluding Masonry Veneer – Dwelling Fire Three Form 11030 03/06

Narrative

Earthquake Form 10057 04/96

We insure risk of direct, sudden and accidental physical loss to **covered property** caused by earthquake. If more than one earthquake shock occurs during a 72 hour period, all shocks will constitute one earthquake.

But we do not insure:

1. Loss caused directly or indirectly by any flood, tidal wave, storm surge or tsunami; or
2. Loss to exterior masonry veneer. Stucco is not considered masonry veneer. The value of damaged exterior masonry veneer will be deducted from the Amount of Insurance applicable to the Insured property before applying the deductible clause.

**Covered property** insured by this endorsement means only:

1. The dwelling described on the Declarations Page. But, **covered property** does not include structural modifications or upgrades to the dwelling unless you reported them to us before the earthquake occurred.
2. Other structures on your **premises**. **Covered property** does not include pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, landscaping or exterior retaining walls.
3. The personal property insured by your policy. **Covered property** does not include glassware, china, porcelain, ceramic items, artwork and other decorative items.

**Covered property** does not include and we do not insure:

1. Pools, saunas, walkways, decks, driveways, tennis courts, nonstructural recreational facilities, piping for utilities (including gas, electric, water and sewer) fencing, antennas, or exterior retaining walls;
2. Trees, shrubs, plants, and lawns;
3. Glassware, china, porcelain, ceramic items, artwork and other decorative items; or
4. Land or any cost required to repair, rebuild, stabilize or otherwise restore the land.

**Your Additional Coverages**

When direct, sudden and accidental physical loss to **covered property** is caused by earthquake, the following coverage described in **Your Additional Coverages** does not apply:

Reinforces policy requirements that all losses must be both sudden and accidental

Reinforces original intent

Reinforces original intent as to what property is insured

We insure direct loss to covered property caused by earthquake. If more than one earthquake shock occurs during a 72-hour period, all such shocks will constitute one earthquake.

But we do not insure:

- a. Loss due directly or indirectly by any flood or tidal wave, however caused;
- b. Loss to exterior masonry veneer. Stucco is not considered masonry veneer. The value of damaged exterior masonry veneer shall be deducted before applying the deductible clause.

Earthquake Coverage Excluding Masonry  
Veneer – Dwelling Fire Three  
Form 11030 03/06

Narrative

Earthquake  
Form 10057 04/96

**5. Trees, Shrubs, Plants and Lawns.**

**SECTION I - Exclusions**

Exclusion 15. does not apply to loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

**SECTION I - Deductible**

Each loss will be subject to a deductible which is the greater of:

1. 10% of the Amount of Insurance for the coverage shown on the Declarations Page; or
2. \$1,000

The deductible for each coverage will be applied to the lesser of:

1. The loss for each coverage; or
2. The Amount of Insurance for each coverage.

This deductible applies separately to each insured loss under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property.**

**An example of your earthquake deductible**

When you buy earthquake coverage, your deductible, when there is earthquake damage, is 10% of each coverage, with a minimum \$1,000 deductible per coverage. We apply the deductible separately to your dwelling, personal property and other structures. The following chart gives an example of how the earthquake deductible would apply.

This is just an example:

Home Insured at \$70,000	\$ 7,000 deductible
Personal Property Insured at \$35,000	\$ 3,500 deductible
Other Structures Insured at \$7,000	\$ 1,000 deductible*
<b>TOTAL DEDUCTIBLE</b>	<b>\$11,500 deductible</b>

\* A minimum deductible of \$1,000 is applied.

This coverage does not increase the Amount of Insurance that applies to **covered property.**

All other provisions of your policy apply.

Added language to describe how the deductible will be applied

Added an example of how deductible is applied

**DEDUCTIBLE**

The deductible amount shown on your Declarations Page is changed:

Earthquake loss:

Any one loss will be subject to a deductible of either:

- a. 10% of the total Amount of Insurance that applies; or
- b. \$1,000,

whichever amount is greater

This deductible applies separately to each insured loss under Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property Coverages.

This coverage does not increase the Amount of Insurance that applies to covered property  
All other provisions of your policy apply.

Loss Assessment Coverage  
Form 11031 03/06

Narrative

Loss Assessment Property Coverage  
Form 10011 01/93

We will pay your share of any assessment charged against all members of an association of property owners if the assessment is made as a result of direct loss to the property collectively owned by all members caused by an Insured Peril.

This coverage applies only to assessments made against you as the owner of your **premises** for losses which occur during the Policy Period shown on the Declarations Page.

**AMOUNT OF INSURANCE**

We will pay no more than \_\_\_\_\_ per loss. But we will not pay more than \$1,000 of your assessment that results from a deductible in the insurance purchased by an association of property owners.

**DEDUCTIBLE**

We will pay your assessment subject to a \$250 deductible. No other deductible applies to this coverage.

All other provisions of your policy apply.

a., b., and c removed as unnecessary because of reference to "insured peril"

No change

**PREMISES DESCRIPTION:**

We will pay your share of any loss assessment charged against all members of an association of property owners if the assessment is made as a result of direct loss to the property collectively owned by all members caused by an Insured Peril. But we do not insure assessments for direct loss caused by:

- a. earthquake; or
- b. land shock waves; or
- c. tremors before, during or after a volcanic eruption.

This coverage applies only to assessments made against you as the owner of your premises for losses which occur during the Policy Period.

**LIMIT OF LIABILITY**

We will pay no more than \_\_\_\_\_ per loss. But we will not pay more than \$1,000 of your assessment that results from a deductible in the insurance purchased by an association of property owners.

**DEDUCTIBLE**

We will pay your assessment subject to a \$250 deductible. No other deductible applies to this coverage.

All other provisions of your policy apply.

Loss Assessment Coverage Including  
Earthquake  
Form 11032 03/06

Narrative

Loss Assessment Coverage for Earthquake  
Form 10009 01/93

We will pay your share of any assessment charged against all members of an association of property owners if the assessment is made as a result of direct loss to property collectively owned by all members caused by an insured peril or an earthquake including land shock waves or tremors before, during or after volcanic eruptions. This coverage applies only to assessments made against you as the owner of your **premises** for losses which occur during the Policy Period shown on the Declarations Page.

We will not pay your share of any assessments necessary because of loss directly or indirectly due to flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind, however caused.

All earthquake shocks occurring within 72 hours will constitute one earthquake.

**AMOUNT OF INSURANCE**

We will pay no more than \_\_\_\_\_ per loss. But we will not pay more than \$1,000 of your assessment that results from a deductible in the insurance purchased by an association of property owners.

**DEDUCTIBLE**

We will pay your assessment subject to a \$250 deductible. No other policy deductible applies to this coverage.

All other provisions of your policy apply.

Reinforced original intent with additional language

**PREMISES DESCRIPTION:**

We will pay your share of any loss assessment charged against all members of an association of property owners if the assessment is made as a result of direct loss to property collectively owned by all members caused by earthquake. This coverage applies only to assessments made against you as the owner of your **premises** for losses which occur during the Policy Period.

We do not insure assessments necessary because of loss directly or indirectly due to any flood or tidal wave, however caused.

All earthquake shocks occurring within 72 hours will constitute one earthquake.

**LIMIT OF LIABILITY**

We will pay no more than \_\_\_\_\_ per loss. But we will not pay more than \$1,000 of your assessment that results from a deductible in the insurance purchased by an association of property owners

**DEDUCTIBLE**

We will pay your assessment subject to a \$250 deductible. No other policy deductible applies to this coverage.

All other provisions of your policy apply.

Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials – Dwelling Fire One Form 11033 03/06

Narrative

Windstorm and Hail Coverage for Satellite Dishes and Radio and Television Aerials Form 20017 08/94

**SECTION I - Insured Perils**

Peril 3. Windstorm or Hail is changed to read:

3. Windstorm or Hail.

But we do not insure loss to:

- a. The inside of the dwelling or other structures or to the property that is in it caused by rain, hail, snow, sand, sleet, wind-driven water or dust unless the dwelling or other structures are first damaged by the direct force of wind or hail, creating an opening through which the rain, hail, snow, sand, sleet, wind-driven water or dust enters.
- b. Signs while located outdoors.

No change in intent – format changed to properly align with the format of the new base policy

We will pay no more than the Special Amount of Insurance shown for direct, sudden and accidental physical loss caused by windstorm or hail.

Personal Property Group	Special Amount of Insurance
-------------------------	-----------------------------

Radio or television antennas, aerials, or satellite dishes, antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment:

All other provisions of your policy apply.

**PREMISES DESCRIPTION:**

We will pay no more than the Amount of Insurance shown below for direct loss caused by windstorm or hail to the following:

	Amount of Insurance
radio or television antennas, aerials, or satellite dishes, antennas, positioners, receivers, descramblers, including lead-in wiring, masts or towers and related satellite dish equipment:	

All other provisions of your policy apply.

Form 20017 08/94 ©1993, Foremost Insurance Company

NARRATIVE: Changes to this form have been made to bring us in line with the introduction of Form 35069 11/06 – Increased Theft Limits. This amendment may be used by itself or in conjunction with Form 35069.

OLD

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**COVERAGE C - PERSONAL PROPERTY  
SPECIAL AMOUNT OF INSURANCE FOR BUSINESS PERSONAL PROPERTY**

---

Incidental **business** on premises:  
(Describe use)

Coverage C - Personal Property, Special Amounts of Insurance, is changed to include:

11. Personal property primarily used or intended for business purposes while on your premises for the incidental business identified above. ~~The Special Amount of Insurance described for Group 10 does not apply to this group.~~

All other provisions of your policy apply.

Form 35014 ~~10/99~~ ~~© 1999, Foremost Insurance Company Grand Rapids, Michigan~~

NEW

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**COVERAGE C - PERSONAL PROPERTY  
SPECIAL AMOUNT OF INSURANCE FOR BUSINESS PERSONAL PROPERTY**

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Incidental **business** on premises:  
(Describe use)

Coverage C - Personal Property, Special Amounts of Insurance, is changed to include:

- Personal property primarily used or intended for business purposes while on your premises for the incidental business identified above. The amount selected applies in addition to the Special Amount of Insurance described for Group 7.

All other provisions of your policy apply.

Form 35014 11/06

~~strikethrough = deleted~~  
underlined = added

ARKANSAS

\* DWELLING AND HOMEOWNERS INSURANCE PROGRAM

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ARKANSAS

\* DWELLING AND HOMEOWNERS INSURANCE PROGRAM

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DWELLING AND HOMEOWNERS INSURANCE PROGRAM

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