

The Cincinnati Insurance Companies

Personal Insurance

MANAGE YOUR POLICY

Account Access Anytime



Online Portal

You can save time and reduce clutter by receiving policy documents electronically. Cincinnati's paperless options allow you to:

- View documents online 24/7
- Pay bills
- Print auto ID cards
- Set up account access through the MyCincinnatiSM app
- Report claims

MyCincinnatiSM App

With the MyCincinnati app, you can:

- Access policy information
- Make payments
- Access auto ID cards without logging in
- Request roadside services
- Report a claim
- Access service providers and loss prevention information
- Enroll for Ridewell^{SM1}

Download to your iOS[®] or Android[™] device today!



¹Program and discount availability and percentages vary by state. Please contact your local independent agent recommending coverage for more details.

Digital Wallet

The MyCincinnati app includes access to a secure digital wallet, where you can:

- Pay your bills
- Set up payment reminders



To register, please visit cinfin.com

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



Everything Insurance Should Be[®]

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2024 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



WATER SHUT-OFF DEVICES

Protect Your Home
Against Leaks

HEADS UP HOMEOWNERS: No one likes to imagine water damage in their home, but it happens all the time and often leads to inconvenient and expensive repairs. Your insurance policy may help cover the cost of damage, but your time is valuable, and irreplaceable belongings may be lost.

A water shut-off device can automatically detect leaks and shut off the main water supply, reducing the damage to your home. See the  in the rooms below for possible sources of leaks.

WATER DAMAGE BY THE NUMBERS¹

WATER DAMAGE CLAIMS ARE:
- **5X** MORE LIKELY THAN THEFT
- **13X** MORE LIKELY THAN FIRE

AT LEAST **40%** OF WATER LOSSES
COULD BE MITIGATED OR AVOIDED
BY INSTALLING A SHUT-OFF DEVICE.

MORE THAN **30%** OF
CLAIMS SUBMITTED
ARE DUE TO
WATER DAMAGE.

HOMEOWNERS WHO HAVE TO
VACATE THEIR HOMES AFTER
A WATER LOSS SPEND NEARLY
4 MONTHS AWAY ON AVERAGE.

¹ Statistics based on Cincinnati Insurance data collected between 2015 to 2022.

CINCINNATI WATER SHUT-OFF SERVICE PROVIDER AND DISCOUNTS

Vendor	Water Main Size	Discount for Cincinnati Policyholders*	More Info
Phyn	0.75", 1", 1.25"	15%	www.phyn.com/cinfin
Leak Defense	0.75", 1", 1.25", 2", 2.5", 3"	33%	www.leakdefensesystem.com/cincinnati
Flo-Logic	1", 1.5", 2"	15%	www.flologic.com/cincinnati
Beagle**	0.75", 1", 1.25", 2"	Varies depending upon chosen product	www.beagleservices.com/insurance/cinfin

* Price does not include the cost of installation or accessories
** Beagle is not available in all states. Please visit their website or contact your agent for more details.

Contact your local independent agent for questions about your insurance coverage.

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. Products are not available in all states. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2024 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496.

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Steven W. Leibel, AIM, CPCU
Vice President
Personal Lines - Risk Management

Caleb Burns
307 SUNSET LN
BELTON, MO 64012-1953

March 10, 2025

Protecting Your Home's Value

Thank you for choosing Rate Insurance, LLC and The Cincinnati Insurance Companies to insure your home.

As part of our commitment to ensuring your home is fully protected in the event of a covered loss, we may require a complimentary inspection of your property's characteristics to calculate the appropriate amount of coverage needed. This amount is known as the reconstruction or replacement cost.

What factors may influence reconstruction cost?

Reconstruction cost is reflected in Coverage A of your homeowner's policy and is often greater than your home's purchase price or its current market value. Your Coverage A should include the full amount of funds needed to hire a contractor to rebuild your home using like kind and quality of materials, acquire architecture and engineering services, pay for contractors' fees and remove debris and other materials prior to construction.

When determining your home's reconstruction cost, we consider factors such as custom features that may be expensive to replicate, ease of access based on your home's location and required updates due to changing building codes.

How will I receive my home inspection?

We may use several methods to gather the information needed to estimate your home's most accurate replacement cost, including available public data and current photographs. If we need to perform a complimentary on-site exterior inspection, either an inspector from Cincinnati or a trusted vendor will contact you to let you know they will soon visit your property. On the day of your inspection, the inspector will knock on your door, but you do not need to be home for the inspection.

Thank you for the opportunity to serve your insurance needs. Please contact your independent agent with questions. Rate Insurance, LLC
866-947-5397

Sincerely,

Steven W. Leibel



Your Cincinnati Casualty Company Personal Lines Policy

Represented by:

Rate Insurance, LLC

Caleb Burns



Everything Insurance Should Be®

cinfin.com

The Cincinnati Casualty Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com - 513-870-2000

PPJ (9/18)



The Cincinnati Casualty Company

POLICY NUMBER
H01 1298221

Image 1

EXECUTIVE HOMEOWNER DECLARATIONS

Policy Period: From 03/17/2025 To 03/17/2026
12:01 a.m. Standard Time at the Address of the Named Insured

New Business

H01 1298221

Named Insured & Address

Caleb Burns
307 SUNSET LN
BELTON, MO 64012-1953

Please refer any questions to your agent:

Rate Insurance, LLC
1501 E WOODFIELD RD STE 205S
SCHAUMBURG, IL 60173-4961
866-947-5397

Agency 12426

County of CASS

In the event of a claim, you may call your agent or The Cincinnati Casualty Company at 877-242-2544.

Unless otherwise stated, the residence premises covered by this policy is located at the above address.

PAYOR - Mortgagee

Billing Method:	Direct Bill
Current Pay Plan:	Annual Pay
Total Premium:	\$1,348.00

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

COVERAGES AND LIMITS OF INSURANCE

SECTION I	A. Dwelling	\$299,000
	B. Other Structures	\$29,900
	C. Personal Property	\$149,500
	D. Loss of Use	\$89,700

DEDUCTIBLE (SECTION I ONLY)

\$1,000 Applies to all causes of loss unless otherwise noted.

1 % (of Coverage A) - which equates to \$2,990

Applies to the peril of Windstorm or Hail Losses.

SECTION II	E. Personal Liability	
	a. Bodily Injury and Property Damage (per Each Occurrence)	} \$500,000
	b. Personal Injury (Aggregate)	
	F. Medical Payments to Others - Each Person	\$1,000



The Cincinnati Casualty Company

POLICY NUMBER

H01 1298221

Image 1

EXECUTIVE HOMEOWNER DECLARATIONS

Policy Period: From 03/17/2025 To 03/17/2026
12:01 a.m. Standard Time at the Address of the Named Insured

New Business

The following credits have been applied to your policy:

- Advance Quote Credit
- New Home Purchase Credit
- Package Credit
- Pay Plan Discount
- Preferred Loss History Credit
- Renovated Home Credit
- Roof Age Credit

BASIC PREMIUM SUBTOTAL **\$1,197.00**

OTHER COVERAGES, ENDORSEMENTS AND CHARGES

Executive Homeowner Policy	ExecutiveAQ (1/22)	
Homeowners - Replacement Cost Endorsement Unscheduled Personal Property	HR715 (10/04)	\$62.00
Enhanced Replacement Cost - Coverage A (50% Additional Replacement Cost Limit)	HR904A (4/22)	\$37.00
Special Provisions Endorsement - Missouri	HR757QMO (12/24)	
Missouri Property and Casualty Insurance Guaranty Association Notification of Coverage Limitations	HR821MO (9/20)	
Trade or Economic Sanctions Endorsement	IP462 (1/18)	
Notice of Privacy Practices	MI1659 (4/22)	
Your Insurance Score	MI1785A (4/19)	
Limited Water Damage Coverage	HR1024 (1/22)	\$52.00
Notice to Policyholders	MI1989 (10/11)	
Section I - Fungi, Wet or Dry Rot, or Bacteria - Limit of Insurance Schedule (\$10,000)		Included
Section II - Fungi, Wet or Dry Rot, or Bacteria - Limit of Insurance Schedule (\$50,000)		Included

OTHER COVERAGES, ENDORSEMENTS AND CHARGES PREMIUM **\$151.00**

TOTAL POLICY PREMIUM \$1,348.00

Limited Water Damage Coverage (Sewer or Drain Backup)

Schedule:

Limit: \$10,000
Deductible: \$1,000



The Cincinnati Casualty Company

POLICY NUMBER

H01 1298221

Image 1

EXECUTIVE HOMEOWNER DECLARATIONS

Policy Period: From 03/17/2025 To 03/17/2026

12:01 a.m. Standard Time at the Address of the Named Insured

New Business

Roof System Limited Loss Settlement

Roof Loss Settlement Type	Year of Roofing Installation	Roofing Material	Loss Percentage
Replacement Cost	2024	Composition Shingle	100%

The above Roof Loss Settlement percentage applies to losses to the Roof Systems only, for losses due to Windstorm or Hail. If you have replaced your roof, contact your agent to have your policy updated.

First Mortgagee:

United Wholesale Mortgage ISAOA/ATIMA

PO BOX 202028

FLORENCE, SC 29502-2028

Loan # 1225135369

THE CINCINNATI CASUALTY COMPANY

EXECUTIVE HOMEOWNER POLICY

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ENDORSEMENTS , if any, will be attached to this policy and follow the last page.	

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

Throughout this policy the words "you" and "your" refer to the person named in the Declarations as the Named Insured and their legally recognized spouse, if their spouse is domiciled in the "residence premises". The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under the definition of "insured". Refer to **DEFINITIONS**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS**.

AGREEMENT

"We" will provide the insurance described in this policy. "You" agree to pay the premium and comply with all the provisions of this policy.

DEFINITIONS

Where set forth in quotes in this policy, whether in singular or in plural, the following terms shall have the meanings indicated.

1. "Actual cash value" means replacement cost less a deduction that reflects depreciation, age, condition and obsolescence.
2. "Aircraft" means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.
3. "Bodily injury" means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Business" means:
 - a. A trade, profession or occupation of any kind, including farming, engaged in on a full-time, part-time or occasional basis. Farming includes the growing or raising of produce, livestock or poultry for sale; or
 - b. Any other activity engaged in for money or other compensation, except for the following:
 - (1) One or more activities, not described in (2) through (5) below, for which no "insured" received more than \$5,000 in total compensation for the 12 months before the current "coverage term";
 - (2) Newspaper delivery, baby-sitting, caddying, lawn care and similar activities by a minor resident of "your" household;
 - (3) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (4) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (5) The rendering of home day care services to a nonresident relative of an "insured".
 - c. The leasing of the mineral rights of an "insured location".
5. "Coverage term" means the following individual increment, or if a multiyear policy period, increments, of time, which comprise the policy period, as stated in the Declarations, of this policy:
 - a. The year commencing on the effective date, as stated in the Declarations (i.e., From), of this policy at 12:01 AM standard time at "your" mailing address shown in the Declarations, and if a multiyear policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual coverage terms. The last coverage term ends at 12:00 AM standard time at "your" mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy is terminated or cancelled.
 - b. However, if after the issuance of this policy, any coverage term is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding coverage term.

6. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee" means an employee of an "insured" or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
8. "Excluded watercraft" means:
 - a. A watercraft owned by or rented regularly or frequently to an "insured" if the watercraft has motor power of more than 75 "horsepower" or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - b. A watercraft owned by or rented regularly or frequently to an "insured" if the watercraft is propelled by a jet drive, which forces water at a high pressure through a nozzle(s) at the stern of the craft, creating a water jet stream that drives the watercraft; or
 - c. Any watercraft:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This provision of this definition does not apply to a sailing vessel or a predicted log cruise;
 - (2) Rented to others by an "insured";
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose.

For the purpose of this definition, "Watercraft" means a craft principally designed to be propelled on or in water by wind, engine power or electric motor, except model or hobby watercraft not used or designed to carry people or cargo.

9. "Fuel system", means one or more containers, tanks or vessels which have a total combined capacity of more than 500 U.S. gallons of liquid fuel.

However, a fuel system does not include any fuel tanks that are permanently affixed to a "motor vehicle" or watercraft owned by an "insured" and not used primarily for "business" purposes.

10. "Fungi" means any type or form of fungus, and includes, but is not limited to, any form of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

11. "Home-sharing rental activities" means:

- a. The:
 - (1) Rental or holding for rental; or
 - (2) Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and
- b. Any other related property or services made available by an "insured" for use during such:
 - (1) Rental; or
 - (2) Mutual exchange of services;

except those property or services provided by another party.

12. "Home-sharing network platform" means an online-enabled application, web site or digital network that:

- a. Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
- b. Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.

- 13.** "Home-sharing occupant" means a person, other than an "insured" who:
- a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "short-term rental activities"; or
 - b.** Is accompanying or staying with a person described in Paragraph **a.** of this provision under such "short - term rental activities".
- 14.** "Horsepower" means the maximum power rating assigned to the engine or motor by the manufacturer.
- 15.** "Hovercraft" means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles.
- 16.** "Insured" means "you" and:
- a.** "Your" "resident relatives";
 - b.** "Your" Living Trust(s) (also known as Inter Vivos Trusts) including any natural person named as executor, administrator or trustee of "your" estate or living trust, but only:
 - (1)** If recognized under applicable state law as a legal entity with the capacity to sue or be sued in a court having jurisdiction;
 - (2)** While acting within the scope of their duties as such; and
 - (3)** With respect to property held in "your" living trust or estate:
 - (a)** Which is specifically scheduled and insured in Section **I** of this policy; or
 - (b)** For which insurance coverage is provided under Section **II** of this policy; and
 - c.** Under Section **II** only:
 - (1)** Any person or organization legally responsible for animals or watercraft that are covered by this policy and which are owned by "you" or a "resident relative". However, insured does not include persons or organizations using or having custody of these animals or watercraft:
 - (a)** For "business" purposes; or
 - (b)** Without permission of the owner; and
 - (2)** With respect to the operation of a "motor vehicle" to which this policy applies:
 - (a)** Persons engaged in "your" or a "resident relative's" employ; and
 - (b)** Other persons using the vehicle on an "insured location" with "your" consent.

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

- 17.** "Insured location" means:
- a.** The "residence premises";
 - b.** The part of other premises, other structures and grounds used by "you" as a residence and:
 - (1)** Which is shown in the Declarations; or
 - (2)** Which is acquired by "you" during the "coverage term" for "your" use as a residence. However, any such residence will cease to be an insured location under this policy upon the earlier of:
 - (a)** It being specifically insured under another policy form issued by "us" or another insurer; or
 - (b)** The end of the "coverage term" in which it was first acquired;
 - c.** Any premises used by "you" in connection with a premises described in **a.** or **b.** above;
 - d.** Any part of a premises:
 - (1)** Not owned by an "insured"; and
 - (2)** Where an "insured" is temporarily residing;
 - e.** Vacant land (other than land used in farming) owned by or rented to an "insured";

- f. Land owned or rented by "you" where a one- or two-family residence is being constructed for "your" occupancy;
 - g. An "insured's" individual or family cemetery plots or burial vaults; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
- 18. "Location" means:**
- a. The "residence premises";
 - b. Dwellings rented to others, which are specifically scheduled for coverage under this policy, including other structures and grounds that are part of that premises; and
 - c. Secondary residences owned and occupied by "you", which are specifically scheduled for coverage under this policy, including other structures and grounds that are part of that premises.
- 19. "Motor vehicle" means:**
- a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 20. "Nuclear hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke, whether those causes of loss are specifically named in or otherwise included within the covered causes of loss.**
- 21. "Occurrence" means:**
- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
 - b. An offense that results in "personal injury".
- All damages arising from the same accident, continuous or repeated exposure to substantially the same general conditions, act or offense shall be deemed to arise from one occurrence regardless of:
- (1) The frequency of repetition;
 - (2) The number or kind of media used; or
 - (3) The number of claimants.
- 22. "Personal injury" means injury arising out of one or more of the following offenses:**
- a. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. False arrest, detention or imprisonment;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Malicious prosecution; or
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- 23. "Physical loss" means accidental physical loss or accidental physical damage.**
- 24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum byproducts, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the pollutants and whether:**
- a. The "insured" is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The "insured" uses, generates or produces the pollutant.

- 25.** "Property damage" means physical injury to or destruction of tangible property, including loss of use of this property. For the purposes of this insurance, "electronic data" is not tangible property.
- 26.** "Residence employee" means:
- a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b.** One who performs similar duties elsewhere for an "insured" not related to the "business" of an "insured".
- However, a residence employee does not include:
- a.** A temporary employee who is furnished to an "insured" to substitute for a permanent residence employee on leave or to meet seasonal or short-term workload conditions; or
 - b.** An employee that comes within the scope of a workers' compensation statute.
- 27.** "Residence premises" means:
- a.** The one- or- two family dwelling where "you" reside; or
 - b.** That part of any other building where "you" reside;
- on the inception date of the policy period shown in the Declarations and which is shown as the residence premises in the Declarations.
- Residence premises also includes other structures and grounds at that location.
- 28.** "Resident relative" means:
- a.** A person related to "you" by blood, marriage or adoption that is a resident of "your" household and who is domiciled in the "residence premises";
 - b.** Anyone else in "your" or a resident relative's (Per **a.** above) care who is a resident of "your" household and who is domiciled in the "residence premises"; and
 - c.** A student enrolled in school full-time, as defined by the school, who met the definition of resident relative as provided in **a.** or **b.** above before moving out of "your" household to attend school, provided the student is under the age of twenty-four.
- 29.** "Roof Surfacing" means any type of material composing the exterior of the roof.
- 30.** "Roof System" means any type of roof surface, underlayment, decking, sheathing, vents, flashing or trim.
- 31.** "Service agreement" means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- 32.** "Specified causes of loss" means:
- a.** Fire or lightning.
 - b.** Windstorm or hail.
 - (1)** This cause of loss does not include "physical loss" to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.
 - (2)** This cause of loss includes "physical loss" to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors only while inside a fully enclosed building.
 - c.** Explosion.
 - d.** Riot or civil commotion.
 - e.** Aircraft, including self-propelled missiles and spacecraft.
 - f.** Vehicles.
 - g.** Smoke, meaning sudden and accidental damage from smoke or soot, including the emission or puff back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This cause of loss does not include "physical loss" caused by smoke or soot from agricultural smudging, industrial operations, candles, incense or oil lamps.

- h.** Vandalism and malicious mischief.
- i.** Theft, including attempted theft and disappearance of property from a known location when it is likely that the property has been stolen.
 - (1)** This cause of loss does not include "physical loss" by theft:
 - (a)** Committed by an "insured"; or
 - (b)** From any part of a "residence premises" rented by an "insured" to someone other than another "insured".
 - (2)** This cause of loss does not include "physical loss" caused by theft that occurs off the "residence premises" of:
 - (a)** Property while at any other residence owned, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the "physical loss";
 - (b)** Watercraft of all types and their furnishings, equipment and outboard engines or motors; or
 - (c)** Trailers, semitrailers and campers.

j. Falling objects.

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

- k.** Weight of ice, snow or sleet which causes "physical loss" to property contained in a building.
- l.** Accidental discharge or overflow of water or steam from within a plumbing, heating or air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This cause of loss does not include "physical loss":

- (1)** To the system or appliance from which water or steam escaped;
- (2)** Caused by or resulting from freezing except as provided in **n.** below;
- (3)** On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
- (4)** Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

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

Section **I**, Exclusion **4.c.**, Paragraphs **(1)** and **(3)** that apply to surface water and water below the surface of the ground do not apply to "physical loss" by water covered under this cause of loss.

- m.** Sudden and accidental tearing apart, cracking, burning or bulging of a steam or water heating system, an air conditioning or automatic fire protective sprinkler system or an appliance for heating water.

"We" do not cover "physical loss" caused by or resulting from freezing under this cause of loss.

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

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

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

- o.** Sudden and accidental damage from artificially generated electrical current.

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

- p.** Volcanic Eruption other than "physical loss" caused by earthquake, land shock waves or tremors.

- 33.** "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal injury", "property damage", unauthorized use of a credit card or fund transfer card, or account forgery to which this insurance applies are alleged. Suit includes:
 - a.** An arbitration proceeding in which such money damages are claimed and to which the "insured" must submit or does submit with "our" consent;
 - b.** Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the "insured" submits with "our" consent; or
 - c.** An appeal of a civil proceeding.
- 34.** "Virtual currency" means digital currency, crypto currency, or any other type of electronic currency by whatever name known.
- 35.** "Wildfire" means any wild fire, wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, bushfire, hill fire, desert fire, veldfire, escaped prescribed fires, escaped wildland fire or any other uncontrolled or unplanned fire, which may (but not required to) also consume houses, buildings or other structures and agricultural resources. Wildfire includes all risk associated with or resulting from such fire(s), such as smoke, heat, soot or fumes.
- 36.** "Workplace" means that place and during such hours to which the fellow employee of an "insured" is assigned to work on the date of "occurrence".

SECTION I - PROPERTY COVERAGES

A. Section I - Coverages

1. Coverage A - Dwelling

"We" will pay for direct "physical loss" to covered property and other covered costs caused by or resulting from a covered cause of loss that occurs during the "coverage term".

a. Covered Property

Covered property under Coverage **A** - Dwelling means:

- (1)** The dwelling on the "residence premises", including structures attached to the dwelling; and
- (2)** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

b. Property Not Covered

Covered property under Coverage **A** - Dwelling does not include land, including land on which the dwelling is located.

2. Coverage B - Other Structures

"We" will pay for direct "physical loss" to covered property and other covered costs caused by or resulting from a covered cause of loss that occurs during the "coverage term".

a. Covered Property

Covered property under Coverage **B** - Other Structures means other structures on the "residence premises" set apart from the dwelling insured under Coverage **A** by clear space. This includes structures connected to the dwelling insured under Coverage **A** by only a fence, utility line, or similar connection.

b. Property Not Covered

Covered property under Coverage **B** - Other Structures does not include:

- (1) Land, including land on which the other structures are located.
- (2) Grave markers, including mausoleums, except to the extent they are covered under Section I, Additional Coverage, Grave Markers; or
- (3) Other structures:
 - (a) From which any "business" is conducted;
 - (b) Rented or held for rental to any person who is not both a tenant of and domiciled in, the dwelling insured under Coverage **A**, unless used solely as a private garage; or
 - (c) Used to store "business" property. However, "we" do cover a structure that contains "business" property solely owned by:
 - 1) An "insured"; or
 - 2) A person who is a tenant of, and who is domiciled in the dwelling insured under Coverage **A**,

Provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. Coverage C - Personal Property

"We" will pay for direct "physical loss" to covered property and other covered costs caused by or resulting from a covered cause of loss that occurs during the "coverage term".

a. Covered Property

Covered property under Coverage **C** - Personal Property means:

- (1) Personal property owned or used by an "insured" while it is anywhere in the world; and
- (2) After a "physical loss" and at "your" request, personal property owned by:
 - (a) Others while the property is on the part of the "residence premises" occupied by an "insured"; or
 - (b) A guest or "residence employee", while the property is in any residence occupied by an "insured".

b. Property Not Covered

Covered property under Coverage **C** - Personal Property does not include:

- (1) Property separately described and specifically insured, regardless of the amount for which it is insured, or the deductible that applies, in this or any other insurance.
- (2) "Motor vehicles".

This includes a motor vehicle's equipment and parts, that are in or upon the "motor vehicle". However, this paragraph does not apply to:

- (a) Portable electronic equipment that:
 - 1) Reproduces, receives or transmits audio, visual or data signals; and
 - 2) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
- (b) "Motor vehicles" not required to be registered for use on public roads or property and which are:
 - 1) Used solely to service a residence;
 - 2) Designed to assist the handicapped;
 - 3) Golf carts; or
 - 4) Battery-operated, drivable toy vehicles.

(3) "Aircraft" and parts.

- (4) These specific types of property:
- (a) Personal property:
 - 1) Of roomers or boarders not related to an "insured";
 - 2) Of tenants; and
 - 3) Property rented or held for rental to others by an "insured" while being used away from the "residence premises".
 - (b) Property used in a "business", including:
 - 1) Books of account, drawings or other paper records; or
 - 2) Computers, related equipment and "electronic data",
 except as provided in Section I, Additional Coverage, Business Property.
 However, "we" do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market.
 - (5) Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in Section I, Additional Coverage, Landlord's Furnishings.
 - (6) Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, except as provided in Section I, Additional Coverage, Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money.
 - (7) "Hovercraft" and parts.
 - (8) Outdoor trees, shrubs, plants or lawns, except to the extent they are covered under Section I, Additional Coverage, Trees, Shrubs and Other Plants.
 - (9) Grave markers, including mausoleums, except to the extent they are covered under Section I, Additional Coverage, Grave Markers.
 - (10) "Virtual currency".

c. Special Limits of Insurance

The limits of insurance referenced below do not increase the Coverage C - Personal Property limit of insurance. Rather, the limits of insurance described below apply as a maximum limit of insurance for all property of the specific type described, which is involved in a single "physical loss".

- (1) The following types of property are covered only up to the limit of insurance referenced:
- (a) Coverage for personal property usually situated at an "insured's" residence, other than the "residence premises", is 10% of the limit of insurance for Coverage C, or \$1,500, whichever is greater. However, this limitation does not apply to personal property:
 - 1) Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in;
 - 2) In a newly acquired principal residence for 30 days immediately after "you" begin to move the property there;
 - 3) Owned by or used by a student, as provided in Paragraph c. of the definition of "resident relative"; or
 - 4) Located in a self-storage facility.

However, for personal property located at a "residence premises" "you" own or live in which is not listed in "your" Declarations, "we" will pay up to 10% of the limit of insurance for Coverage C shown in "your" Declarations, or \$1,500, whichever is greater for any covered cause of loss provided under this policy except for hurricane, "named storm" or earthquake. When the cause of loss is hurricane, "named storm" or earthquake no coverage applies.

- (b) \$1,000 on money, food stamps, bank notes, bullion, gold or silver (other than goldware or silverware), platinum (other than platinumware), coins, medals, scrip, stored value cards and smart cards.
- (c) \$5,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, personal records, tickets, passports, manuscripts and stamps (except food stamps). This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists and includes the cost to research, replace or restore the information from the lost or damaged material.
- (d) \$2,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- (e) \$2,000 on trailers or semitrailers not used with watercraft of all types.
- (f) \$1,000 on trading cards (\$250 maximum per card).
- (g) \$2,000 on portable electronic equipment that:
 - 1) Reproduces, receives or transmits audio, visual or data signals;
 - 2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and
 - 3) Is in or upon a "motor vehicle".
- (h) \$300 for antennas, tapes, wires, records, disks or other media that are:
 - 1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - 2) In or upon a "motor vehicle".
- (i) \$2,000 on model or hobby aircraft not used or designed to carry people or cargo.
- (2) For "physical loss" by theft, misplacing or losing the following types of property are covered only up to the limit of insurance referenced:
 - (a) \$2,000 for jewelry, watches, precious and semiprecious stones, and furs;
 - (b) \$5,000 for silverware, goldware, pewterware, silver-plated ware, gold-plated ware, platinumware and platinum-plated ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, or pewter; and
 - (c) \$3,000 for firearms and related equipment.
- (3) Animals, birds and fish are:
 - (a) Covered only for the following causes of loss:
 - 1) Fire;
 - 2) Lightning;
 - 3) Windstorm;
 - 4) Hail;
 - 5) Smoke;
 - 6) Explosion;
 - 7) Riot; or
 - 8) Falling object; and
 - (b) Only covered up to a limit of \$150 in total.
- (4) Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles, other than jewelry, watches, bronzes, cameras and photographic lenses, is covered only if caused by one or more of the following causes of loss:
 - (a) Fire;
 - (b) Lightning;

- (c) Windstorm;
- (d) Hail;
- (e) Smoke (other than smoke from agricultural smudging or industrial operations);
- (f) Explosion;
- (g) Riot;
- (h) Civil commotion;
- (i) Aircraft;
- (j) Vehicles;
- (k) Vandalism and malicious mischief;
- (l) Collapse of a building, or any part of a building;
- (m) Water, not otherwise excluded;
- (n) Theft or attempted theft; or
- (o) Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system or an appliance for heating water.

4. Coverage D - Loss of Use

Coverage D - Loss of Use benefits are limited to the total of all of the following:

a. Additional Living Expense

If a covered "physical loss" under Section I makes the "residence premises" uninhabitable, "we" pay for necessary increases in living expenses incurred so that "your" household can maintain its normal standard of living. Payment shall be for the shortest time period required to repair or replace the premises or, if "you" choose, permanently relocate "your" household.

b. Fair Rental Value

If a covered "physical loss" under Section I makes that part of the "residence premises" rented to others or held for rental by "you" uninhabitable, "we" will pay "you" its fair rental value for the shortest time period required to repair or replace that part of the premises. Fair rental value will not include any expense that does not continue while that part of the "residence premises" is uninhabitable.

c. Prohibited Use

If a civil authority prohibits use of "your" "residence premises", as a result of direct "physical loss" or a reasonable threat of a "physical loss" by a covered cause of loss in this policy, "we" will pay "you" for any Additional Living Expense and Fair Rental Value loss of income for a period of time not exceeding two weeks.

"We" will pay up to the limit shown in the Declarations for the total of all expenses related to the combination of Loss of Use benefits for Additional Living Expense, Fair Rental Value or Prohibited Use in any one loss.

No deductible applies to this coverage.

The periods of time referred to above are not limited by expiration of this policy.

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

5. Section I - Additional Coverages

The limits of insurance applicable to the Section I - Additional Coverages are: **1.)** In addition to the limits of insurance stated in the Declarations, unless stated otherwise; and **2.)** Only applicable to "physical loss" or costs that arise from a covered cause of loss that occurs during the "coverage term", unless stated otherwise.

a. Debris Removal

(1) "We" will pay "your" reasonable expense to remove:

- (a) Debris of covered property if a covered cause of loss causes the "physical loss"; or
- (b) Ash, dust or particles from a volcanic eruption that has caused direct "physical loss" to a building or property contained in a building, which is covered property.

This expense is included in the limit 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 expense is more than the limit of insurance for the damaged property, an additional 5% of that limit of insurance is available for debris removal expense.

(2) "We" will also pay "your" reasonable expense, up to \$3,000, for the removal from the "residence premises" of:

(a) "Your" tree(s) felled by the causes of loss of:

- 1) Windstorm;
- 2) Hail; or
- 3) Weight of Ice, Snow or Sleet; or

(b) A neighbor's tree(s) felled by a covered cause of loss under Coverage **C**, provided the tree(s):

- 1) Damages a covered structure; or
- 2) Does not damage a covered structure, but:
 - a) Blocks a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises", or
 - b) Blocks a ramp or other fixtures designed to assist a handicapped person to enter or leave the dwelling on the "residence premises".

The \$3,000 limit stated in here is the most "we" will pay in any one "physical loss" regardless of the number of fallen trees, or to whom they belong. No more than \$1,500 of this limit will be paid for the removal of any one tree.

b. Trees, Shrubs and Other Plants

(1) "We" will pay for "physical loss" to outdoor trees, shrubs, plants or lawns, on the "residence premises" caused by the following causes of loss:

- (a) Fire or lightning;
- (b) Explosion;
- (c) Riot or civil commotion;
- (d) Aircraft;
- (e) Vehicles not owned or operated by an "insured";
- (f) Vandalism and malicious mischief; or
- (g) Theft.

(2) The most "we" will pay is 5% of the Coverage **A** limit of insurance stated in the Declarations for all outdoor trees, shrubs, plants and lawns, including the removal of the debris thereof, but not more than \$1,500 for any one tree, shrub or plant.

"We" will not pay for property grown for "business" purposes.

c. Fire Department Service Charge

"We" will pay up to \$1,000 for "your" liability assumed prior to the "physical loss" by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a covered cause of loss. "We" do not cover fire department service charges if the property is located within the limits of the city, municipality, or protection district furnishing the fire department response. No deductible applies to this coverage.

d. Property Removed

If "you" remove covered property from "your" premises because a covered cause of loss endangers it, the covered property is covered for 30 days against all forms of direct "physical loss". This coverage does not change the limit of insurance that applies to covered property being removed.

e. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money

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

- (a) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (b) Loss of funds resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (c) Loss of funds suffered by an "insured" caused by forgery or alteration of any check or negotiable instrument made or drawn upon the "insured's" account; and
- (d) Loss of funds suffered by an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

(2) "We" do not cover use of a credit card, electronic fund transfer card or access device:

- (a) By a resident of "your" household;
- (b) By a person who has been entrusted with either type of card or access device; or
- (c) If an "insured" has not complied with all terms and conditions under which the cards are issued, or the devices accessed.

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

(4) "We" do not cover loss of funds arising out of any "business" use or dishonesty of an "insured".

(5) No deductible applies to this coverage.

(6) Defense:

- (a) "We" may investigate and settle any claim or "suit" that "we" decide is appropriate;
- (b) If a "suit" is brought against an "insured" for liability under the Credit Card, Electronic Fund Transfer Card or Access Device coverage, "we" will provide a defense at "our" expense by counsel of "our" choice; and
- (c) "We" have the option to defend at "our" expense an "insured" or an "insured's" bank against any "suit" for the enforcement of payment under the Forgery Coverage.

"Our" duty to defend a claim or "suit" ends when the amount "we" pay for the loss of funds equals the limit of insurance stated in (1) above.

f. Assessments

(1) "We" will pay up to \$2,000 for "your" share of any assessment charged during the "coverage term" against "you" by a corporation or association of property owners to which "you" belong. The assessment must be made as a result of a direct "physical loss" which is charged against "you" during the "coverage term", regardless of when the loss occurred to the property owned by all members collectively, of the type that would be covered by this policy if owned by "you", caused by a covered cause of loss under Section I - Coverage A - Dwelling, other than:

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

- (2) This coverage applies only to assessments charged against "you" as owner or tenant of the "residence premises".
- (3) "We" do not cover assessments charged against "you" or a corporation or association of property owners by any governmental body.
- (4) The limit of \$2,000 is the most "we" will pay with respect to any one "physical loss", regardless of the number of assessments. "We" will only apply one deductible, per unit, to the total amount of any one "physical loss" to the property described above, regardless of the number of assessments.

g. Collapse

- (1) "We" insure for direct "physical loss" to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
 - (a) The "specified causes of loss";
 - (b) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
 - (c) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
 - (d) Weight of contents, equipment, animals or people;
 - (e) Weight of rain which collects on a roof; or
 - (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

"Physical loss" to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, or dock is not included under items **(b)**, **(c)**, **(d)**, **(e)** and **(f)** unless the "physical loss" is a direct result of the collapse of a building or any part of a building.

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

- (2) With respect to buildings:
 - (a) Collapse means an abrupt falling down or caving in of a building or any part of a building;
 - (b) A building or any part of a building in imminent danger of collapse is not considered to be in a state of collapse;
 - (c) A building standing, or any part of a building standing is not considered to be in state of collapse even if it:
 - 1) Has separated from another part of a building; or
 - 2) Shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expanding.

h. Glass or Safety Glazing Material

- (1) "We" cover:
 - (a) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (b) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
 - (c) The direct "physical loss" to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- (2) This coverage does not include "physical loss" to:

- (a) Covered property which results because the glass or safety glazing material has been broken, except as provided in **(1)(c)** above; or
- (b) The "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the "physical loss", except when the breakage results from Earth Movement as provided for in **(1)(b)** above. A dwelling being constructed, remodeled, renovated or repaired is not considered vacant.

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

i. Landlord's Furnishings

- (1) "We" will pay up to \$3,000 for "your" appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for "physical loss" caused by the "specified causes of loss", other than theft.
- (2) The limit of insurance referenced in **(1)** above is the most "we" will pay in any one "physical loss" regardless of the number of appliances, carpeting or other household furnishings involved in the "physical loss".
- (3) This coverage does not increase the limit of insurance applying to the damaged property.

j. Arson Reward

"We" will provide a \$1,000 reward for information leading to the arrest and conviction of person(s) responsible for a covered arson "physical loss".

k. Ordinance or Law

- (1) "You" may use up to 10% of the limit of insurance stated in the Declarations that applies to Section **I** - Coverage **A** for the increased costs "you" incur due to the enforcement of any ordinance or law which requires or regulates:
 - (a) The construction, demolition, remodeling, renovation or repair of that portion of a covered building or other structure damaged by a covered cause of loss;
 - (b) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a covered cause of loss to another part of that covered building or other structure; or
 - (c) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a covered cause of loss.
- (2) "You" may use all or part of this ordinance or law coverage to pay for the increased costs "you" incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **(1)** above.
- (3) "We" do not cover:
 - (a) The reduction in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (b) The costs to comply with any ordinance or law which requires an "insured" or others, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure.
- (4) This coverage does not increase the limit of insurance applying to the damaged property.

l. Grave Markers

"We" will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" in which an "insured" has an insurable interest, but only to the extent of that interest, for "physical loss" caused by a covered cause of loss under Section **I** - Coverage **C**.

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

m. Fungi, Wet or Dry Rot, or Bacteria

- (1) The amount shown in the Declarations for Section **I** - Fungi, Wet or Dry Rot, or Bacteria is the most "we" will pay at each "location" under this Additional Coverage during the "coverage term" for:
 - (a) The total of all "physical loss" payable under Section **I** - Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - (b) The cost to remove "fungi", wet or dry rot, or bacteria from covered property under Section **I** - Property Coverages;
 - (c) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
 - (d) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- (2) The coverage described in (1) above only applies when such "physical loss" or costs are a result of a covered cause of loss that occurs during the "coverage term" and only if all reasonable means were used to save and preserve the property from further damage at and after the time the covered cause of loss occurred.
- (3) If there is covered "physical loss" to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, payment for "physical loss" will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the "physical loss". Any such increase in the "physical loss" will be subject to the terms of this Additional Coverage.

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

n. Business Property

"We" will pay up to \$3,000 on property used for "business" purposes on or away from the "residence premises" for "physical loss" caused by a covered cause of loss under Section **I** - Coverage **C**.

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

B. Section I - Covered Causes of Loss

Coverage A - Dwelling, Coverage B - Other Structures and Coverage C - Personal Property

The following covered causes of loss apply to covered property under Coverage **A** - Dwelling, Coverage **B** - Other Structures and Coverage **C** - Personal Property:

"We" insure direct "physical loss" unless the "physical loss" is:

1. Excluded in Section **I** - Exclusions; or
2. Limited in Section **I**, Special Limits of Insurance.

C. Section I - Exclusions

Exclusions Applicable to Coverage A - Dwelling, Coverage B - Other Structures and Coverage C - Personal Property

The following exclusions apply to Coverage **A** - Dwelling, Coverage **B** - Other Structures and Coverage **C** - Personal Property:

1. "We" do not insure "physical loss" caused by:

- a.** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This provision does not apply if "you" have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain all systems and appliances of water.

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

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

- b.** Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio, or swimming pool;
 - (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
 - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock.
- c.** Vandalism and malicious mischief or breakage of glass and safety glazing materials, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the "physical loss". A dwelling being constructed, remodeled, renovated or repaired is not considered vacant. This exclusion **c.** only applies to Coverages **A** and **B**.
- d.** Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust, or other corrosion;
 - (4) Smoke or soot from:
 - (a) Agricultural smudging;
 - (b) Industrial operations;
 - (c) Candles;
 - (d) Incense; or
 - (e) Oil lamps;
 - (5) Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the "specified causes of loss";
 - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
 - (7) Birds, rodents or insects;
 - (8) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
 - (9) Animals owned or kept by an "insured".

Exception to 1.d.

Unless the "physical loss" is otherwise excluded, "we" cover "physical loss" to covered property under Section **I** - Coverages **A**, **B** or **C** resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective

sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of the dwelling on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to Other Structures if the water or steam causes actual "physical loss" to the Other Structure on the "residence premises".

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

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

Section **I**, Exclusion **4.c.**, Paragraphs **(1)** and **(3)** that apply to surface water and water below the surface of the ground do not apply to "physical loss" by water covered under this exception.

- e.** Weather conditions. However, this exclusion only applies:
 - (1)** If weather conditions contribute in any way with a cause or event excluded under Section **I** - Exclusions, Paragraph **4.**, below to produce the "physical loss"; and
 - (2)** To Coverages **A** and **B**.
 - f.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. This exclusion applies only to Coverages **A** and **B**.
 - g.** Faulty, inadequate or defective:
 - (1)** Planning, zoning, development, surveying, siting;
 - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3)** Materials used in repair, construction, renovation or remodeling; or
 - (4)** Maintenance;of part or all of any property whether on or off the "residence premises".
This exclusion applies only to Coverages **A** and **B**.
 - h.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- 2.** The following exclusions apply to Coverage **C** only.
- "We" do not insure "physical loss" caused by:
- a.** Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail.
 - b.** Refinishing, renovating or repairing property other than watches, jewelry or furs.
 - c.** Collision (other than collision with a land vehicle), sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard motors.
- 3.** Under Section **I** - Exclusions, Paragraphs **1.** and **2.**, any ensuing "physical loss" to covered property in Section **I** - Coverages **A**, **B** and **C** not precluded by any other provision in this policy is covered.
- 4.** "We" will not pay for "physical loss" resulting directly or indirectly, or which ensues from or is the result of any of the following. Such "physical loss" is excluded regardless of any other cause or event contributing concurrently or in any sequence to the "physical loss". These exclusions apply whether or not the "physical loss" event results in widespread damage or affects a substantial area.
- a.** Ordinance or Law, meaning any ordinance or law:
 - (1)** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion does not apply to the amount of coverage that may be provided under Section **I**, Additional Coverage, Ordinance or Law;

- (2) The requirements of which result in a reduction in value to property; or
- (3) Requiring an "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

b. Earth Movement, meaning:

- (1) Earthquake including land shock waves or tremors before during or after a volcanic eruption;
- (2) Landslide, mudslide or mudflow;
- (3) Subsidence or sinkhole; or
- (4) Any other earth movement including earth sinking, rising or shifting;

This exclusion applies regardless of whether any of the above, in (1) through (4), is caused by an act of nature or is otherwise caused.

However, direct "physical loss" by fire, explosion, theft or breakage of glass or safety glass resulting from any of the above, in (1) through (4), is covered.

c. Water, meaning:

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

This exclusion applies regardless of whether any of the above, in (1) through (4), is caused by an act of nature or is otherwise caused.

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

However, direct loss by fire, explosion or theft resulting from any of the above, in (1) through (4), is covered.

- d.** Utility Failure, meaning the interruption of power or other utility service if the interruption takes place away from the "residence premises". But if the failure of power or other utility service results in a "physical loss" from a covered cause of loss on the "residence premises", "we" will pay only for "physical loss" caused by that covered cause of loss.
- e.** Neglect, meaning neglect of an "insured" to use all reasonable means to save and preserve covered property at and after the time of a "physical loss", or when covered property is endangered by a covered cause of loss.
- f.** War, including the following and any consequence of any of the following:
 - (1) Undeclared war, civil war, insurrection, rebellion, revolution;
 - (2) Warlike act by military force or military personnel; or
 - (3) Destruction, seizure or use for a military purpose.Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- g.** "Nuclear hazard".
- h.** Intentional damage, meaning any damage arising out of any act an "insured" commits or conspires to commit with the intent to cause damage.

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

- i. Governmental Action, meaning the destruction, confiscation or seizure of covered property in Section I - Coverage A, B or C by order of any governmental or public authority.

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

- j. "Fungi", wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- (1) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in Section I - Additional Coverage, Fungi, Wet or Dry Rot, or Bacteria with respect to "physical loss" caused by a covered cause of loss other than fire or lightning.

Direct loss by a covered cause of loss resulting from "fungi", wet or dry rot, or bacteria is covered.

- k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

other than as provided for in Section I, Additional Coverage, Collapse.

- l. "We" do not cover any loss caused by misappropriation, meaning the taking, damaging or destroying of personal property by or at the direction of the "insured".

D. Section I - Conditions

1. Insurable Interest and Limit of Insurance

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

- a. To an "insured" for more than the amount of such "insured's" interest at the time of "physical loss"; or
- b. For more than the applicable limit of insurance:
 - (1) Stated in the Declarations;
 - (2) Stated in an endorsement attached to this policy; or
 - (3) As provided in Section I - Additional Coverages.

2. Your Duties After Loss

In case of a "physical loss" to covered property, "we" have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to "us". These duties must be performed either by "you", or "your" representative, or by an "insured" seeking coverage, if not "you".

- a. Give immediate notice to "us" or "our" agent;
- b. Notify the police in case of "physical loss" by theft;
- c. Notify the credit card, electronic fund transfer card or access device company in case of loss of funds under the Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money coverage;
- d. Protect the covered property from further damage. If repairs to the covered property are required, "you" must:

- (1) Make reasonable and necessary repairs to protect the covered property; and
- (2) Keep an accurate record of repair expenses;
- e. Cooperate with "us" in the investigation of a claim;
- f. Prepare an inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of "physical loss" and attach all bills, receipts and related documents that justify the figures in the inventory;
- g. As often as "we" reasonably require:
 - (1) Exhibit the damaged property;
 - (2) Provide "us" with records and documents "we" request and permit "us" to make copies; and
 - (3) Submit to examination under oath, while not in the presence of another "insured", and sign the same;
- h. Submit to "us", within 60 days after "we" request, "your" signed, sworn proof of "physical loss" which sets forth, to the best of "your" knowledge and belief:
 - (1) The time and cause of "physical loss";
 - (2) The interests of all "insureds" and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the "physical loss";
 - (4) Changes in title or occupancy of the property during the "coverage term";
 - (5) Specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) An inventory of damaged personal property described in **f.** above;
 - (7) Receipts for additional living expenses incurred and records supporting the fair rental value loss of income; or
 - (8) Evidence or affidavit supporting a claim under the Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money coverage, stating the amount and cause of the loss of funds.

3. Loss Settlement

In this condition, the terms 'cost to repair or replace' and 'replacement cost', do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in Section **I**, Additional Coverage, Ordinance or Law. Covered property losses are settled as follows:

- a. Property of the following types:
 - (1) Personal property; and
 - (2) Grave markers, including mausoleums;

at "actual cash value" at the time of the "physical loss" but not more than the amount required to repair or replace.
- b. All covered property under Section **I** - Coverage **A** or **B**, not otherwise referenced in Paragraph **a.** above, at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of "physical loss", the amount of insurance in this policy on the damaged Covered Property is 80% or more of the full replacement cost of the covered property immediately before the "physical loss", "we" will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) The limit of insurance under this policy that applies to the covered property;
 - (b) The replacement cost of that part of the covered property damaged with material of like kind and quality and for like use; or
 - (c) The necessary amount actually spent to repair or replace the damaged covered property.

If the covered property is not rebuilt or replaced, the maximum "we" will pay is the lesser of the cost to rebuild or the Coverage **A** or Coverage **B** amount shown in the Declarations.

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

- (2)** If, at the time of "physical loss", the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the "physical loss", "we" will pay the greater of the following amounts, but not more than the limit of insurance under this policy that applies to the building:
- (a)** The "actual cash value" of that part of the building damaged; or
 - (b)** That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- (3)** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the "physical loss", do not include the value of:
- (a)** Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
 - (b)** Those supports in **(a)** above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c)** Underground flues, pipes, wiring and drains.
- (4)** "We" will pay no more than the "actual cash value" of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, "we" will settle the "physical loss" according to the provisions of **(1)** and **(2)** above.

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

- (a)** Less than 5% of the limit of insurance in this policy on the building; and
- (b)** Less than \$5,000;

"we" will settle the "physical loss" according to the provisions of **(1)** and **(2)** above whether or not actual repair or replacement is complete.

- (5)** "You" may disregard the replacement cost "physical loss" settlement provisions and make claim under this policy for "physical loss" to buildings on an "actual cash value" basis. "You" may then make claim for any additional amount according to the provisions of this condition. Loss Settlement, provided "you" notify "us" of "your" intent to do so within 180 days after the date of "physical loss".
- (6)** Physical Loss Due to Windstorm or Hail
- (a)** For a "physical loss" caused by or resulting from windstorm or hail, "we" will pay the cost to repair or replace. In no event will "we" pay more than the limit of insurance under this policy that applies to the covered property.
 - (b)** "We" will settle the claim as described in **(a)** above once the repair or replacement of the damage is completed by a licensed contractor.
 - (c)** For "physical loss" caused by or resulting from windstorm or hail to anything except the "roof system", if repair or replacement is not completed by a licensed contractor "we" will pay no more than the "actual cash value" of the damage. From the date of "our" first payment, "you" have 365 days to collect any amounts due for replacement cost settlement in accordance with **(b)** above.
 - (d)** For "physical loss" caused by or resulting from windstorm or hail to the "roof system", if repair or replacement is not completed by a licensed contractor "we" will pay no more than the percentage of full replacement cost indicated in the below schedule by age of the "roof system":

"Roof System" Age by Years	% of full replacement cost of "Roof System"
0	100%
1	97%
2	95%
3	93%
4	90%
5	88%
6	85%
7	83%
8	80%
9	77%
10+	75%

From the date of "our" first payment, based on the above schedule, "you" have 365 days to collect any amounts due for replacement cost settlement in accordance with **(b)** above.

- (e)** "You" must make a claim for "physical loss" caused by or resulting from windstorm or hail with "us" within 365 days of the date of "physical loss". Claims made after that time are void.
- (f)** For a "physical loss" to the damaged property caused by or resulting from windstorm or hail "we" will pay any additional amount to repair or replace undamaged property in order to achieve a reasonably uniform appearance. However, "we" will not pay this additional amount if:
 - 1) The repaired or replaced property or the existing undamaged property can be made to achieve a reasonably uniform appearance;
 - 2) A reasonably uniform appearance was not present at the time of "physical loss";
 - 3) A reasonably uniform appearance has been achieved within the same line of sight; or
 - 4) "You" do not actually repair or replace the damaged property.

4. Loss to a Pair or Set

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

- a. Repair or replace any part to restore the pair or set to its value before the "physical loss"; or
- b. Pay the difference between "actual cash value" of the property before and after the "physical loss".

5. Glass Replacement

Claims for damage to glass caused by a covered cause of loss will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

6. Appraisal

If "you" and "we" fail to agree on the amount of "physical loss", either may demand an appraisal of the "physical loss". In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, "you" or "we" may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of "physical loss". If the appraisers submit a written report of an agreement to "us", the amount agreed upon will be the amount of "physical loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of "physical loss". Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

7. Other Insurance and Service Agreement

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

- a. Other insurance, "we" will pay only the proportion of the "physical loss" that the limit of insurance that applies under this policy bears to the total amount of insurance covering the "physical loss"; or
- b. A "service agreement", this insurance is excess over any amounts payable under any such agreement.

8. Legal Action Against Us

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

9. Our Option

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

10. Loss Payment

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

- a. Reach agreement with "you";
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with "us".

11. Abandonment of Property

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

12. Mortgage Clause

- a. If a mortgagee is named in this policy, "we" will pay a "physical loss" under Section **I** - Coverage **A** or **B** to "you" and the mortgagee as interests appear. If more than one mortgagee is named, "we" will pay in the same order or precedence of the mortgages.
- b. If "we" deny "your" claim, that denial will not apply to a valid claim of the mortgagee, provided the mortgagee:
 - (1) Notifies "us" of any change in ownership, occupancy or substantial change in risk of which they are aware. Substantial change in risk includes payment of policy premiums directly by the mortgagee, foreclosure proceedings, and inspection programs initiated by the mortgagee;
 - (2) Pays any premium due under this policy on demand, if "you" have neglected to pay the premium; and
 - (3) Submits a signed, sworn statement of "physical loss" within 60 days after receiving notice from "us" of "your" failure to do so. Policy conditions relating to Appraisal, Legal Action Against Us and Loss Payment apply to the mortgagee.
- c. If "we" decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
- d. If "we" pay the mortgagee for any "physical loss" and deny payment to "you":
 - (1) "We" receive all rights of the mortgagee under the mortgage on the property; or
 - (2) At "our" option, "we" may pay the mortgagee the whole principal on the mortgage plus accrued interest. In this event, "we" will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgaged debt.

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

13. No Benefit to Bailee

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

14. Recovered Property

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

15. Volcanic Eruption Period

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

16. Concealment or Fraud

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

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;

relating to this insurance.

17. Deductible

- a. "We" will not pay for "physical loss" caused by a covered cause of loss, other than windstorm or hail in any one incident until the amount of "physical loss" exceeds the deductible shown in the Declarations. "We" will then pay the amount of "physical loss" in excess of the deductible, up to the applicable limit of insurance, after any deduction required by Section I – Condition, Loss Settlement.
- b. "We" will pay only that part of the "physical loss" caused by windstorm or hail that is in excess of the windstorm or hail deductible shown in the Declarations. This deductible shall apply to the limit of insurance that applies to Coverage A. This deductible shall apply to the total "physical loss" under Coverages A, B and C. If no windstorm or hail deductible is shown in the Declarations, the "all causes of loss unless otherwise noted" deductible applies.

c. Home and Auto Loss Deductible Waiver

If both "your" home, condominium or tenant policy and automobile policy are with The Cincinnati Insurance Companies with \$500 (or higher) deductibles on each, the following deductible provision will apply:

- (1) In the event of a loss arising out of a single occurrence for which two or more \$500 (or higher) deductibles would otherwise have been individually applied, only one deductible will be applicable. The largest deductible "you" have selected, and which would otherwise apply to the loss will be the maximum deductible "we" will apply to the combined loss.
 - (2) It is further understood and agreed that all "your" personal policies insured with The Cincinnati Insurance Companies which provide for a \$500 (or higher) deductible will also be subject to this provision.
- d. If a change in occupancy of "your" residence or other structures occurs during the policy period in which "your" residence or other structures is regularly rented to others for private residential purposes, "we" will apply the greater of the deductible amount shown in the Declarations or:
 - (1) 5% of the Coverage A Dwelling limit shown in the Declarations for a dwelling where the loss occurs;
 - (2) 5% of the Coverage C Personal Property limit shown in the Declarations where the loss occurs; or

- (3) 5% of the Coverage **B** Other Structures limit shown in the Declarations for an other structure where the loss occurs.

This change in occupancy deductible applies to "your" residence, other structures, personal property and Additional Coverages.

This change in occupancy deductible does not apply if "we" give "our" prior written consent.

- e. "We" will apply the highest deductible if more than one deductible applies to a covered loss.

18. Loss Payable

- a. If the Declarations show a loss payee for certain listed insured personal property, "we" will pay a "physical loss" under Coverage **C**, with respect to that property, to "you" and the loss payee as interests appear.
- b. "We" shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.
- c. "We" will provide the same notice of cancellation or nonrenewal to the loss payee as "we" provide to "you".

19. Increased Hazard - Suspension of Coverage

Unless "we" agree in writing, "we" will not pay for a "physical loss" occurring while the hazard is increased by any means within the control or knowledge of an "insured" if the increase in hazard was material to the "physical loss".

20. Property Insurance Adjustment

The limit of insurance shown in the Declarations for Coverage **A** - Dwelling may be revised at each policy anniversary for inflation. Any other limits of insurance that are based on a relationship to Coverage **A** will also be revised. "We" will not reduce the limit of insurance shown in the Declarations without "your" consent. Any adjustment in premium will be made based on premium rates in use by "us" at the time the change is made.

21. Duplicate Payment

The amount "we" pay "you" for "physical loss" to covered property:

- a. Will not duplicate any amount "we" have already paid "you" for any previous loss or losses to the same damaged covered property when the damaged covered property has not been repaired or replaced; and
- b. Will be reduced by the amount "we" previously paid "you" that "you" have not actually spent to repair or replace such damaged covered property.

SECTION II - LIABILITY COVERAGES

A. Section II - Coverages

1. Coverage E - Personal Liability

Insuring Agreement

- a. "We" will pay those sums the "insured" becomes legally obligated to pay as damages because of "bodily injury", "personal injury" or "property damage" to which this insurance applies. Damages include prejudgment interest awarded against the "insured" on that part of any judgment "we" become obligated to pay and which falls within the applicable limit of insurance shown in the Declarations. "We" will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, "we" will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "personal injury" or "property damage" to which this insurance does not apply, even if the suit is groundless, false and fraudulent. "We" may, at "our" discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount "we" will pay for damages is limited as described in Section **II** - Conditions, Limit of Insurance; and
- (2) "Our" right and duty to defend ends when "we" have exhausted the applicable limit of insurance in the payment of judgments or settlements under Section **II** - Coverage **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under Section **II** - Additional Coverages.

- b. This insurance applies to "bodily injury", "personal injury" or "property damage" only if:
 - (1) The "bodily injury", "personal injury" or "property damage" is caused by an "occurrence"; and
 - (2) The "bodily injury" or "property damage" occurs during the "coverage term"; or
 - (3) The "personal injury" results from an "occurrence" that takes place during the "coverage term".
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Coverage F - Medical Payments to Others

Insuring Agreement

- a. "We" will pay medical expenses as described below for "bodily injury" caused by an accident that happens to:
 - (1) A person on the "insured location" with the permission of an "insured"; or
 - (2) A person away from the "insured location", if the "bodily injury":
 - (a) Arises out of a condition of the "insured location" or the ways immediately adjoining;
 - (b) Arises out of the activities of an "insured";
 - (c) Arises out of the actions of a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - (d) Arises out of the actions of an animal owned by or in the care of an "insured";

provided:

- 1) The accident takes place during the "coverage term";
 - 2) The expenses are incurred and reported to "us" within three years of the date of the accident; and
 - 3) The injured person submits to examination, at "our" expense, by physicians of "our" choice as often as "we" may reasonably require.
- b. "We" will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section II - Conditions, Limit of Insurance. "We" will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
- c. This coverage does not apply to "you" or "your" "resident relatives".

B. Section II - Exclusions

1. Applicable to Coverage E - Personal Liability

The following exclusions apply to Coverage E - Personal Liability:

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of one or more "insureds" or which is in fact expected or intended by one or more "insureds", even if the injury or damage is:

- (1) Of a different degree or type than actually expected or intended; or
- (2) Sustained by a different person, entity, real or personal property, than initially expected or intended.

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

b. Business Pursuits

"Bodily injury", "personal injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies to, but is not limited to, an act, error or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

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

c. Professional Services

"Bodily injury", "personal injury" or "property damage" arising out of the rendering or failing to render professional services.

d. Noninsured Locations

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

- (1) Owned by an "insured";
 - (2) Rented to an "insured"; or
 - (3) Rented to others by an "insured";
- that is not an "insured location".

e. Motor Vehicles

"Bodily injury", "personal injury" or "property damage" arising out of:

- (1) The ownership, maintenance, occupancy, operation, use, loading or unloading of "motor vehicles" owned or operated by or rented or loaned to an "insured";
- (2) The entrustment of a "motor vehicle" by an "insured" to any person;
- (3) The failure to supervise or negligent supervision of any person by an "insured" involving the ownership, maintenance, occupancy, operation, use, loading or unloading of a "motor vehicle"; or
- (4) Vicarious liability, whether or not statutorily imposed, for the actions of any person or organization using a "motor vehicle".

This exclusion does not apply to the following described "motor vehicles", provided they are not being:

- (a) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
- (b) Rented to others by an "insured";
- (c) Used to carry persons or cargo for a charge; or
- (d) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

Described "motor vehicles":

- 1) A trailer not towed by or carried on a "motor vehicle";
- 2) A "motor vehicle" designed for recreational use off public roads which is not subject to motor vehicle registration and:
 - a) Not owned by an "insured"; or
 - b) Owned by an "insured" provided the "occurrence" takes place:
 - (i) On an "insured location" as described in **DEFINITIONS 14.a., b., d., e., or h.;**
 - (ii) Off an "insured location" and the "motor vehicle" is:
 - i) Designed as a toy vehicle for use by children under seven years of age;
 - ii) Powered by one or more batteries; and
 - iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground; or
 - (iii) Off an "insured location" and the "motor vehicle":
 - i) Is a motorized bicycle, motorized scooter, or moped; and
 - ii) Was not built or modified after manufacture to exceed a speed of 28 miles per hour on level ground.
- 3) A motorized golf cart; or
- 4) A "motor vehicle" not subject to motor vehicle registration which is:
 - a) Used solely to service a residence;
 - b) Designed for assisting the handicapped and, at the time of an "occurrence" it is:
 - (i) Being used to assist a handicapped person; or
 - (ii) Parked on an "insured location"; or
 - c) In dead storage on an "insured location"; or
 - d) A riding lawn mower that, at the time of the "occurrence", is being used to mow a lawn.

With respect to a "motor vehicle" not excluded under this provision, the definition of "insured", is extended to include any person or organization legally responsible for the covered "motor vehicle" owned by an "insured". The definition of "insured", however, does not include a person or organization using or having custody or possession of the "motor vehicle" without the permission of the owner.

f. Watercraft

"Bodily injury", "personal injury" or "property damage" arising out of:

- (1) The ownership, maintenance, occupancy, operation, use, loading or unloading of an "excluded watercraft";
- (2) The entrustment of an "excluded watercraft" by an "insured" to any person;
- (3) The failure to supervise or negligent supervision of any person by an "insured" involving the ownership, maintenance, occupancy, operation, use, loading or unloading of an "excluded watercraft"; or
- (4) Vicarious liability, whether or not statutorily imposed, for the actions of any person or organization using an "excluded watercraft".

This exclusion does not apply to watercraft described in Paragraphs **a.** and **b.** of the definition for "excluded watercraft":

- (a) If an "insured" acquires ownership of the watercraft during the "coverage term" and declares in writing their intent to insure that watercraft with "us", and such notice is

delivered to "our" agent or "us" within 45 days of the acquisition of that watercraft. Should "we" decline to insure that watercraft after receiving the aforementioned notice, any coverage under this policy for that watercraft will cease at the earlier of:

- 1) 30 days after "our" declination;
 - 2) The securing of insurance coverage for the watercraft elsewhere; or
 - 3) The expiration of this policy;
- (b) If the watercraft is owned by an "insured" at the inception of this policy and specified in the Declarations;
- (c) To "bodily injury", "personal injury" or "property damage" arising out of the occasional, infrequent use of watercraft not owned by an "insured"; or
- (d) While the watercraft is stored.

g. Aircraft

"Bodily injury", "personal injury" or "property damage" arising out of:

- (1) The ownership, maintenance, occupancy, operation, use, loading or unloading of an "aircraft";
- (2) The entrustment of an "aircraft" by an "insured" to any person;
- (3) The failure to supervise or negligent supervision by an "insured" of any person involving the ownership, maintenance, occupancy, operation, use, loading or unloading of an "aircraft"; or
- (4) Vicarious liability, whether or not statutorily imposed, for the actions of any person or organization using an "aircraft".

h. Hovercraft

"Bodily injury", "personal injury" or "property damage" arising out of:

- (1) The ownership, maintenance, occupancy, operation, use, loading or unloading of a "hovercraft";
- (2) The entrustment of a "hovercraft" by an "insured" to any person;
- (3) The failure to supervise or negligent supervision of any person by an "insured" involving the ownership, maintenance, occupancy, operation, use, loading or unloading of a "hovercraft"; or
- (4) Vicarious liability, whether or not statutorily imposed, for the actions of any person or organization using a "hovercraft".

i. Injury to a Fellow Employee

"Bodily injury", "personal injury" or "property damage" to:

- (1) A fellow employee of an "insured" occurring in the course of employment;
- (2) A fellow employee of an "insured" sustained in the "workplace"; or
- (3) The spouse, child, parent, brother or sister of that fellow employee as a consequence of Paragraphs (1) or (2) above.

This exclusion applies regardless of the capacity an "insured" is deemed to hold and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

j. War

"Bodily injury", "personal injury" or "property damage" caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or military personnel, destruction or seizure or use for a military purpose and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

k. Communicable Disease

"Bodily injury", "personal injury" or "property damage" arising out of the actual, alleged or threatened transmission of a communicable disease by an "insured".

I. Molestation, Corporal Punishment, Harassment or Abuse

"Bodily injury", "personal injury" or "property damage" liability, or a claim for negligent supervision or negligent entrustment, based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened:

- (1) Molestation;
- (2) Corporal punishment (other than administered by teachers);
- (3) Abuse; or
- (4) Harassment.

m. Controlled Substances

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

n. Fuel System

"Bodily injury", "personal injury" or "property damage" arising out of the actual, alleged, or threatened discharge, seepage, emission, migration, release or escape of fuel from a "fuel system".

o. Assessments and Contracts

Liability:

- (1) For "your" share of any assessment charged against all members of an association, corporation or community of property owners, except as provided in Section II, Additional Coverages, Assessments; or
- (2) Under any contract or agreement entered into by an "insured". However, this exclusion, does not apply to written contracts:
 - (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (b) Where the liability of others is assumed by "you" prior to an "occurrence";unless excluded in (1) above or elsewhere in this policy.

p. Insured's Property

"Property damage" to property owned by "you" or an "insured" described in Paragraphs a. or b. of the definition of "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

q. Property Rented to an Insured

"Property damage" to property rented to, occupied or used by or in the care of an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location". This exclusion does not apply to "property damage" caused by water, fire, smoke, or explosion.

r. Workers' Compensation

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

- (1) Workers' compensation law;
- (2) Nonoccupational disability law;

- (3) Occupational disease law;
- (4) Unemployment compensation;
- (5) Jones Act or General Maritime Law; or
- (6) Similar law.

s. Violation of Another's Rights, Political Activity, Known Falsity, Prior Publication, Contractual Liability, Criminal Acts, Employment Related Injuries and Advertising, Broadcasting or Telecasting

"Personal injury":

- (1) Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
- (2) Committed by or at the direction of an "insured" in the course of any political or "business" activity;
- (3) Sustained by any person as a result of an offense directly or indirectly related to the employment of such person by an "insured"; or
- (4) Arising out of:
 - (a) Oral or written publication, in any manner, of material whose first publication took place before the beginning of the "coverage term";
 - (b) Liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance or use of an "insured location";
 - (c) A criminal act committed by or at the direction of an "insured";
 - (d) Oral or written publication, in any manner, of material, if done by or at the direction of an "insured" with knowledge of its falsity; or
 - (e) Advertising, broadcasting or telecasting by or for an "insured".

t. Nuclear

"Bodily injury", "personal injury" or "property damage" arising from a "nuclear hazard".

u. Injury to an Insured

"Bodily injury" or "personal injury" to "you" or an "insured" described in Paragraphs **a.** or **b.** of definition of "insured".

This exclusion also applies to any claim or "suit" brought against "you" or an "insured":

- (1) To repay; or
- (2) Share damages with;

Another person or organization who may be obligated to pay damages because of "bodily injury" or "personal injury" to an "insured".

v. Discrimination

"Bodily injury", "personal injury" or "property damage" arising out of discrimination (including but not limited to racial discrimination, sexual discrimination, religious discrimination or age discrimination), including fines or penalties imposed by law.

w. Lead

- (1) "Bodily injury", "personal injury" or "property damage" arising out of, resulting from, or in any way caused by or contributing to the actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead in any form emanating from any source; or
- (2) Any liability, cost or expense arising out of, resulting from or in any way related to any:
 - (a) Claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that an "insured", or others test for, monitor, clean up, remove,

contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead in any form; or

- (b) Claim or suit, by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

"We" shall not be obligated to investigate, defend, or indemnify an "insured", or any person or entity claiming any right under the policy for the matters excluded here.

x. Directors and Officers Liability

"We" do not cover any "bodily injury", "property damage" or "personal injury" arising out of an act, error or omission of an insured person as an officer or member of a board of directors of a corporation or organization.

This exclusion does not apply if the corporation or organization is not-for-profit and the "insured" receives no compensation other than reimbursement of expenses.

y. Civic Activities

"We" do not cover any damages arising out of civic or public activities performed by an insured person. However, "we" do cover "you" or a family member if during the policy period:

- (1) The annual compensation of the civic or public activity does not exceed \$20,000; and
- (2) The hours required to perform the civic or public activity do not exceed an annual average of 20 hours of work per week.

z. Employment-Related Benefits or Unpaid Wages

"We" do not cover any damages or benefits an "insured" is legally required to provide or voluntarily provides for any:

- (1) Retirement benefits;
- (2) Stock options;
- (3) Perquisites;
- (4) Deferred compensation or any other type of similar compensation;
- (5) Improper payroll deductions;
- (6) Unpaid wages; or
- (7) Overtime pay for hours actually worked or labor actually performed.

aa. Wrongful Employment Act

Damages arising out of a wrongful employment act.

bb. Residence Employee

"We" do not cover any damages for:

"Personal Injury" sustained by any person arising out of any employment or personnel related practices, policies, acts or omissions, including but not limited to:

- (1) Refusal to employ or termination of employment;
- (2) Coercion, criticism, demotion, failure to promote, evaluation, reassignment, discipline, defamation, self-defamation, harassment, humiliation, discrimination, libel, slander, false arrest or imprisonment, and violation of a person's right of privacy; or
- (3) Any consequential injury or damages as a result of (1) or (2) above.

This exclusion applies:

- (1) To all claims, demands, charges, complaints or suits by any person or organization for damages, including damages for care and loss of services;

- (2) Whether an "insured" may be held liable as an employer or in any other capacity either directly or indirectly related to employment; and
- (3) To repay or share damages with another person who may be obligated to pay damages because of such injury or liability.

Exclusions **d.**, **e.**, **f.**, **g.** and **h.** do not apply to "bodily injury" or "personal injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

2. Applicable to Coverage F - Medical Payments to Others

The following exclusions apply to Coverage **F** - Medical Payments to Others:

This insurance does not apply to "bodily injury":

a. Excluded Under Coverage E

Excluded under Section **II** - Coverage **E**.

b. Residence Employee

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

c. Workers' Compensation

To any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, nonoccupational disability or occupational disease law.

d. Nuclear Hazard

From a "nuclear hazard".

e. Residents

To any person other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

C. Section II - Additional Coverages

"We" cover the following in addition to the limits of insurance:

1. Defense Expenses

"We" pay:

- a.** Expenses incurred by "us" and costs taxed against an "insured" 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 insurance for Section **II** - Coverage **E**. "We" are not obligated to apply for or furnish any bond;
- c.** Reasonable expenses incurred by an "insured" at "our" request, including actual loss of earnings (but not loss of other income) up to \$250 per day for assisting "us" in the investigation or defense of any claim or "suit"; and
- d.** All interest awarded against the "insured" on that part of any judgment:
 - (1) That is within the applicable limit of insurance that "we" become obligated to pay; and
 - (2) That accrues after entry of the judgment and before "we" have paid, offered to pay or deposited in court the part of the judgment which "we" are obligated to pay.

2. First Aid Expenses

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

3. Damage to Property of Others

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

- b.** "We" will not pay for "property damage":
- (1) To property covered under Section I of this policy;
 - (2) To real property rented to an "insured";
 - (3) To property owned by an "insured", a tenant of an "insured", or a resident in "your" household;
 - (4) To a recreational vehicle such as a snowmobile, golf cart, camper, motor home or similar vehicle, or farm machinery or equipment, rented, leased or borrowed by an "insured"; or
 - (5) Arising out of:
 - (a) A "business" engaged in by an "insured";
 - (b) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (c) The ownership, maintenance, occupancy, operation, use, loading or unloading of "aircraft", "hovercraft", watercraft or "motor vehicles".

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

 - 1) Is designed for recreational use off public roads;
 - 2) Is not owned by an "insured"; and
 - 3) At the time and place of an "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property; or
 - (6) Caused intentionally by an "insured" who is 13 years of age or older.

4. Assessments

- a.** "We" will pay up to \$2,000 for "your" share of any assessment which is charged during the "coverage term" against "you" regardless of when the loss occurred by a corporation or association of property owners, when the assessment is made as a result of:
- (1) "Bodily injury" or "property damage" which is not excluded under Section II of this policy;
 - (2) "Personal injury" that results from an "occurrence" which is not excluded under Section II of this policy; or
 - (3) Liability for an act taken by a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - (a) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - (b) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
- b.** This coverage applies only to assessments charged against "you" as owner or tenant of the "residence premises".
- c.** "We" do not cover assessments charged against "you" or a corporation or association of property owners by any governmental body.
- d.** Regardless of the number of assessments, the limit of \$2,000 is the most "we" will pay for damages arising out of:
- (1) One "occurrence"; or
 - (2) A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

D. Section II - Conditions

1. Limit of Insurance

a. Coverage E - Personal Liability

(1) "Our" total liability under Coverage **E**, for all "bodily injury" or "property damage", from any one "occurrence" shall not exceed the limit of insurance for Coverage **E** Personal Liability, Bodily Injury and Property Damage - Each Occurrence, as shown in the Declarations. This is the most "we" will pay regardless of the number of:

- (a) "Insureds";
- (b) Offenses;
- (c) Claims made;
- (d) Persons injured; or
- (e) Suits brought.

(2) "Our" total liability in an annual policy period under Coverage **E**, for all "personal injury" damages resulting from all offenses during the policy period shall not exceed the limit of insurance for Coverage **E** Personal Liability, Personal Injury - Aggregate, as shown in the Declarations. This is the most "we" will pay regardless of the number of:

- (a) "Insureds";
- (b) Offenses;
- (c) Claims made;
- (d) Persons injured; or
- (e) Suits brought.

(3) "Our" total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

- (a) Inhalation of;
- (b) Ingestion of;
- (c) Contact with;
- (d) Absorption of;
- (e) Exposure to;
- (f) Existence of; or
- (g) Presence of,

any "fungi", wet or dry rot, or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually, will not be more than the Section **II** Coverage **E** Aggregate Sublimit of Insurance for Fungi, Wet or Dry Rot, or Bacteria stated for Section **II** - Fungi, Wet or Dry Rot, or Bacteria in the Declarations. This is the most "we" will pay for all "occurrences" at each "location" in any "coverage term", regardless of the:

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

This sublimit is within, but does not increase, the Section **II** - Coverage **E** limit of insurance. However, this sublimit is not applicable to liability arising solely out of any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

b. Coverage F - Medical Payments to Others

"Our" total liability under Coverage **F** - Medical Payments to Others for all medical expenses payable for "bodily injury" to one person as the result of one accident shall not exceed the limit of insurance for Coverage **F** - Medical Payments to Others as shown in the Declarations.

2. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom a claim is made, or "suit" is brought.

3. Duties in the Event of Occurrence, Claim or Suit

In case of an "occurrence", claim or "suit" "you" and any other involved "insured" will perform the following duties. "We" have no duty to provide coverage under this policy if "your" or any other "insured's" failure to comply with the following duties is prejudicial to "us". "You" and any other involved "insured" shall cooperate with "us" in seeing that these duties are performed:

- a. "You" and any other involved "insured" must see to it that "we" are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence".
- b. If a claim is made or "suit" is brought against an "insured", "you" and any other involved "insured" must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify "us" as soon as practicable.
- c. "You" and any other involved "insured" must:
 - (1) Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize "us" to obtain records and other information;
 - (3) Cooperate with "us" in the investigation, settlement or defense of the claim or "suit";
 - (4) Assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply;
 - (5) If requested by "us", submit to examination under oath, while not in the presence of any other "insured", and sign the same; and
 - (6) Under the Additional Coverage - Damage to Property of Others - submit to "us" within 60 days after the claim, a sworn statement of damages and exhibit the damaged property, if within the "insured's" control.
- d. No "insured" will, except at that "insured's" own cost, voluntarily make any payment, assume any obligation or incur any expense, other than for first aid to others at the time of the "bodily injury", without "our" consent.
- e. Notification of an "occurrence", claim or "suit" is to be directed to:
 - (1) The agency listed in the Declarations; or
 - (2) The Cincinnati Insurance Companies, P.O. Box 145496, Cincinnati, Ohio 45250-5496, Phone number (513) 870-2000.

4. Duties of an Injured Person - Coverage F - Medical Payments to Others

The injured person or someone acting on behalf of the injured person shall:

- a. Give "us" written proof of claim, under oath if required, as soon as practicable; and

- b. Execute authorization to allow "us" to obtain copies of medical reports and records.
- 5. Payment of Claim - Coverage F - Medical Payments to Others**

Payment under this coverage is not an admission of liability by an "insured" or "us".
- 6. Legal Action Against Us**
 - a. No legal action can be brought against "us" unless there has been full compliance with all of the terms under Section II of this policy.
 - b. No one shall have any right to join "us" as a party to any legal action against an "insured". Further, no legal action with respect to Section II - Coverage E shall be brought against "us" until the obligation of such "insured" has been determined by final judgment or agreement signed by "us".
- 7. Bankruptcy of an Insured**

Bankruptcy or insolvency of an "insured" shall not relieve "us" of any of "our" obligations under this policy.
- 8. Other Insurance - Coverage E - Personal Liability**

This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of insurance that apply in this policy.
- 9. Concealment or Fraud**

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

 - a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements;

relating to this insurance.

SECTION III - COMMON CONDITIONS

The following Conditions apply to both Section I and Section II of this policy.

1. Liberalization Clause

- a. If "we" make a change which broadens coverage under this edition of "our" policy without additional premium charge, that change will automatically apply to "your" insurance as of the date "we" implement the change in "your" state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.
- b. This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - (1) A subsequent edition of this policy; or
 - (2) An amendatory endorsement.

2. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy at any time by returning it to "us" or by notifying "us" in writing of the date cancellation is to take effect.
- b. "We" may cancel this policy only for the reasons stated in this condition by notifying the first Named Insured shown in the Declarations in writing of the date cancellation takes effect. This cancellation notice may be delivered to the first Named Insured shown in the Declarations or mailed to the first Named Insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing shall be sufficient proof of notice.

- (1) When the premium has not been paid, whether payable to "us" or to "our" agent or under any finance or credit plan, "we" may cancel at any time by notifying the first Named Insured shown in the Declarations at least 10 days before the date cancellation takes effect.

- (2) When this policy has been in effect for less than 60 days and is not a renewal with "us", "we" may cancel for any reason by notifying the first Named Insured shown in the Declarations at least 10 days before the date cancellation takes effect.
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with "us", "we" may cancel if there has been a material misrepresentation of fact which if known to "us" would have caused "us" not to issue the policy or if the risk has changed substantially since the policy was issued. Cancellation can be accomplished by notifying the first Named Insured shown in the Declarations at least 30 days before the date cancellation takes effect.
 - (4) When this policy is written for a period longer than one year, "we" may cancel for any reason at anniversary by notifying the first Named Insured shown in the Declarations at least 30 days before the anniversary date.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to "us", "we" will refund it to the first Named Insured shown in the Declarations within a reasonable time after the date cancellation takes effect.

3. Nonrenewal

"We" may elect not to renew this policy. "We" may do so by delivery to the first Named Insured shown in the Declarations or mailing to the first Named Insured shown in the Declarations at their mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

4. Assignment

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

5. Subrogation

- a. An "insured" may waive in writing before a "physical loss" or an "occurrence" all rights of recovery against any person or organization. If not waived, "we" may require an assignment of rights of recovery for a "physical loss" to the extent that payment is made by "us".
- b. If an assignment is sought, the "insured" shall sign and deliver all related papers and cooperate with "us" in a reasonable manner and shall do nothing to prejudice "our" subrogation rights.
- c. Subrogation does not apply under Section II to Coverage F - Medical Payments to Others or Section II - Additional Coverage, Damage to Property of Others.

6. Death

If "you" die:

- a. "We" insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under this policy at the time of death;
- b. "Insured" includes:
 - (1) Any member of "your" household who is an "insured" at the time of "your" death, but only while a resident of the "residence premises"; and
 - (2) With respect to "your" property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

7. Insured's Representative Clause

By acceptance of this policy "you" and any other "insured" agree that the first Named Insured listed in the Declarations will act on both "your" and their behalf with respect to:

- a. The acceptance of endorsements or other policy modifications; and
- b. The giving or receiving of any other notice provided for in this policy.

Further, by acceptance of this policy, "you" and any other "insured" agree to accept and be bound by any actions taken by the first Named Insured with regard to **a.** or **b.** above.

8. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums "we" pay.

9. Changes

This policy contains all the agreements between "you" and "us" concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with "our" consent. This policy's terms can be amended or waived only by endorsement issued by "us" and made a part of this policy.

"Our" request for an appraisal or examination shall not waive any of "our" rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS - REPLACEMENT COST ENDORSEMENT UNSCHEDULED PERSONAL PROPERTY

Section I, **D.** Section I - Conditions, Condition **3.** Loss Settlement is amended as follows:

- A.** Paragraph **3.a.** will not apply to unscheduled personal property to the extent such property is covered by the provisions of Paragraph **B.** below.
- B.** The following loss settlement provisions are added with respect to unscheduled personal property:

All unscheduled personal property at replacement cost without deduction for depreciation, subject to the following:

- 1.** "We" will not pay for loss under this provision:
 - a.** Until actual repair or replacement is complete;
 - b.** For items excluded or otherwise limited in this policy;
 - c.** Which is collectible under other insurance;
 - d.** To any item or article of rarity, antiquity or sentimental value; or
 - e.** For articles that:
 - (1)** Are outdated or obsolete and are stored or not being used; or
 - (2)** Have no practical value to an "insured" at the time of "physical loss".
- 2.** In the event of "physical loss" to Covered Property subject to the loss settlement provisions of Paragraph **B.** of this endorsement, "we" will pay no more than the least of the following:
 - a.** The cost of replacement at the time of "physical loss";
 - b.** The full cost of repair; or
 - c.** The applicable limit of insurance under this policy.
- 3.** Actual repair or replacement of the property subject to the provisions of Paragraph **B.** of this endorsement must be completed within twelve (12) months of the date of "physical loss" in order to receive a loss settlement based on these provisions. Otherwise, the loss settlement will be made on an "actual cash value" basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENHANCED REPLACEMENT COST - COVERAGE A (50% Additional Replacement Cost Limit)

- I.** The **DEFINITIONS** Section of the policy is amended to include the following with respect to insurance coverage provided under this endorsement:

"Mine Subsidence" means lateral or vertical movement including the collapse which results from such movement as a result of man-made underground coal mines, clay mines, limestone mines and salt mines.

"Mine Subsidence" does not include "physical loss" caused by earthquake, landslide, volcanic eruption, collapse of storm or sewer drains, or rapid transit tunnels, or other earth movement.

- II.** The following is added to Section **I** - Additional Coverages:

- (1)** If "you" have:

- (a)** Allowed "us" to annually adjust the Coverage **A** limit of insurance and the premium in accordance with any increase in inflation;
- (b)** Notified "us", within 30 days of completion, of any alterations to the dwelling which increases the replacement cost of the dwelling by 5% or more and allowed "us" to adjust the Coverage **A** limit of insurance and premium accordingly; and
- (c)** Elected to repair or replace the damaged building.

- (2)** "We" will:

- (a)** Increase the Coverage **A** limit of insurance up to 50% more than the applicable limit of insurance, if the replacement cost of "your" dwelling is more than the applicable Coverage **A** limit of insurance. However, if the "physical loss" for which a claim has been made was caused by Sinkhole Collapse or "mine subsidence" and Sinkhole Collapse or "mine subsidence" is a covered cause of loss under the policy to which this endorsement is attached, this provision shall not apply; and
- (b)** Also increase by the same percentage applied to Coverage **A** the limits of insurance for Coverages **B** and **C**. However, "we" will do this only if the Coverage **A** limit of insurance is increased under Paragraph **(2)(a)** above as a result of a Coverage **A** "physical loss".

- (3)** If "you" comply with the provisions of this Additional Coverage and there is a "physical loss" to a building insured under Coverage **A**, Section **I**, Condition, Loss Settlement Paragraph **b.** is deleted and replaced by Paragraphs **b.**, **c.**, and **d.** as follows:

- b.** Buildings under Coverage **A** or **B**, up to 50% more than the applicable limit of insurance, without deduction for depreciation, if the replacement cost of "your" house is more than the limit of insurance. "We" will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:
 - (1)** Up to 50% more than the applicable limit of insurance which applies to the building or any parts of it;
 - (2)** The amount actually and necessarily spent to repair or replace the building or any parts of it; or
 - (3)** The applicable Coverage **B** limit of insurance whether increased or not.
- c.** "We" will pay no more than the "actual cash value" of the "physical loss" if "you" do not rebuild or replace or until actual repair or replacement is completed.
- d.** "You" may disregard the enhanced replacement cost loss settlement provisions, **(3)b.**, above, and make a claim under this policy for "physical loss" to a building on an "actual cash value basis" and then make a claim within 180 days after "physical loss" for replacement cost according to the provisions of this Condition **3. Loss Settlement**.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS ENDORSEMENT - MISSOURI

This endorsement modifies insurance provided under the following:

**EXECUTIVE CAPSTONE™ AQ
EXECUTIVE SELECT™
EXECUTIVE AQ
CAPSTONE CONDO-CO-OPAQ
CUO(S) AQ
CAPSTONE TENANT AQ
TENANT(S) AQ**

DEFINITIONS

The following are added to all policy forms:

"Agents" mean any person, entity, organization or collection of persons, entities or organizations that have at any time been associated with or designated as having worked with or acted on behalf of any state, government, or sovereign.

The attribution of the actors' status as "agents" will be determined by relying on reasonable evidence such as, but not limited to:

- a.** Statements by an agency or department of the United States government;
- b.** Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or
- c.** Statements by a "recognized commercial authority".

"Computer system" means any computer or network of computers or computer systems, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any configuration of the aforementioned and including any associated input, output, code, program, data, data storage device, networking equipment or back up facility.

"Cosmetic Damage" means damage that only alters the physical appearance of the metal "roof system" and does not, at the time of loss, result in the prevention of the "roof system" from continuing to function as a barrier to entrance of the weather elements to the same extent as it did before the cosmetic damage occurred.

"Cyber hostilities" means the use of a "computer system" that causes disruption or harm.

"Home-sharing occupant" means a person, other than an "insured" who:

- a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing rental activities"; or
- b.** Is accompanying or staying with a person described in Paragraph **a.** of this provision under such "home-sharing rental activities".

"National Weather Service" means the National Weather Service including any of its offices, centers or agencies or, if the National Weather Service ceases to exist or ceases to perform the function of issuing warnings, watches or advisories for "named storms", or any other entity that may replace it.

"Named storm" means a weather-related event involving wind that has been assigned a formal name by the National Hurricane Center, "National Weather Service", World Meteorological Association or any other generally recognized scientific or meteorological association that provides formal names for public use and reference. A named storm includes hurricanes, tropical depressions and tropical storms.

"Recognized commercial authority" means a business that provides information technology security or forensics services, including, but not limited to:

- a. Symantec;
- b. Mandiant;
- c. Microsoft;
- d. Apple;
- e. Cisco; or
- f. IBM.

"War" or "warlike action":

- a. Means physical combat, a state of armed conflict, or "cyber hostilities" engaged in by:
 - (1) Any state, government, or sovereign; or
 - (2) "Agents" of a state, government, or sovereign,Against any other:
 - (1) State, government, or sovereign; or
 - (2) Person or entity targeted by or responding to such physical combat, armed conflict, or "cyber hostilities"; and
- b. Includes any collateral loss, damage, cost, expense or liability for damages of any nature arising out of the physical combat, armed conflict, or "cyber hostilities" or any response to such physical combat, armed conflict, or "cyber hostilities".

The following definitions are deleted and replaced by:

"Motor vehicle" means:

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

"Nuclear hazard", meaning any nuclear reaction, nuclear radiation, discharge of a nuclear weapon, or radioactive contamination, whether intentional or accidental, however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke, whether those causes of loss are specifically named in or otherwise included within the covered causes of loss.

SECTION I - PROPERTY COVERAGES

A. Section I - Coverages

Coverage C – Personal Property

In coverage form **EXECUTIVE SELECT™**, the **Special Limits of Insurance** in part **(c)**, is deleted and replaced by:

- (c) \$5,000 on coins, securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, personal records, tickets, passports, manuscripts and stamps (except food stamps). This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists and includes the cost to research, replace or restore the information from the lost or damaged material. Items in this subparagraph **(c)**, while in a bank vault or bank safe deposit box, are covered up to policy limits.

In coverage form **EXECUTIVE SELECT™**, the **Special limits of Insurance**, item **(2)** is deleted and replaced by the following:

- (2)** For "physical loss" by theft, misplacing or losing the following types of property are covered only up to the limit of insurance referenced:
 - (a)** \$2,500 for jewelry, watches, precious and semiprecious stones, and furs;
 - (b)** \$10,000 for silverware, goldware, pewterware, silver-plated ware, gold-plated ware, platinumware and platinum-plated ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, or pewter; and
 - (c)** \$3,000 for firearms and related equipment.

Section I - Additional Coverages

Glass or Safety Glazing Material, paragraph **(2)(b)** is deleted and replaced by the following:

- (2)** This coverage does not include "physical loss" to:
 - (b)** The "residence premises" if the dwelling has been vacant for more than 60 consecutive days immediately before the "physical loss" except when the breakage results from Earth Movement as provided for in **(1)(b)** above. A dwelling being constructed is not considered vacant.

Ordinance or Law, in the **EXECUTIVE**, **EXECUTIVE SELECT™**, **CUO(S)AQ**, and **TENANT(S)AQ** is revised as follows:

The following is added to Paragraph **(3)(b)**:

This exception applies even if the irritant or contaminant has a function with respect to "your" property or "business".

Guaranteed Replacement Cost Protection, in the **EXECUTIVE CAPSTONE™AQ**, part **(1)(d)** is deleted and replaced by the following:

- (d)** Notified "us" if a residence has been vacant for more than 60 consecutive days immediately before a covered loss; and

Guaranteed Replacement Cost Protection, in the **EXECUTIVE CAPSTONE™AQ**, part **(2)** is deleted and replaced by the following:

- (2)** "We" will:
 - (a)** Increase the Coverage **A** Limit of Insurance to equal the current replacement cost of the dwelling if the amount of "physical loss" to the dwelling is more than the limit of insurance indicated in the Declarations. However, if the "physical loss" for which a claim has been made was caused by "sinkhole activity" or "mine subsidence" and "sinkhole activity" or "mine subsidence" are a covered cause of loss under this policy, this provision shall not apply;
 - (b)** Increase the Coverage **B** Limit of Insurance to equal the current replacement cost of the other structures if the amount of "physical loss" to the other structures is more than the limit of insurance indicated in the Declarations. However, if the "physical loss" for which a claim has been made was caused by "sinkhole activity" or "mine subsidence" and "sinkhole activity" or "mine subsidence" are a covered cause of loss under this policy, this provision shall not apply. In the absence of an agreed upon appraisal, when Coverage **B** Limit of Insurance shown in the Declarations is less than 20% of the Coverage **A** Limit of Insurance, the most "we" will pay for Coverage **B** is the coverage limit shown in "your" Declarations; and
 - (c)** Also increase by the same percentage applied to Coverage **A** the limits of insurance for Coverages **B** and **C**. However, "we" will do this only if the Coverage **A** Limit of Insurance is increased under Paragraph **(a)** above as a result of a Coverage **A** "physical loss".

Enhanced Replacement Cost Protection, in the **EXECUTIVE SELECT™**, part **(1)(d)** is deleted and replaced by the following:

- (d)** Notified "us" if a residence has been vacant for more than 60 consecutive days immediately before a covered loss; and

Enhanced Replacement Cost Protection, in the **EXECUTIVE SELECT™**, part **(2)** is deleted and replaced by the following:

(2) "We" will:

- (a)** Increase the Coverage **A** limit of insurance up to 100% more than the applicable Coverage **A** limit of insurance indicated in the Declarations if the amount of "physical loss" to the dwelling is more than the limit of insurance indicated in the Declarations. However, if the "physical loss" for which a claim has been made was caused by "sinkhole activity" or "mine subsidence" and "sinkhole activity" or "mine subsidence" are a covered cause of loss under this policy, this provision shall not apply;
- (b)** Increase the Coverage **B** limit of insurance up to 100% more than the applicable Coverage **B** limit of insurance indicated in the Declarations if the amount of "physical loss" to the other structures is more than the limit of insurance indicated in the Declarations. However, if the "physical loss" for which a claim has been made was caused by "sinkhole activity" or "mine subsidence" and "sinkhole activity" or "mine subsidence" are a covered cause of loss under this policy, this provision shall not apply. In the absence of an agreed upon appraisal, when Coverage **B** limit of insurance shown in the Declarations is less than 10% of the Coverage **A** limit of insurance, the most "we" will pay for Coverage **B** is the coverage limit shown on "your" Declarations; and
- (c)** Also increase by the same percentage applied to Coverage **A** the limits of insurance for Coverages **B** and **C**. However, "we" will do this only if the Coverage **A** limit of insurance is increased under Paragraph **(a)** above as a result of a Coverage **A** "physical loss".

In the **EXECUTIVE CAPSTONE™**, Pets is deleted and replaced by the following:

"We" will pay up to \$5,000 for:

- (1)** Damages to the "residence premises" caused by a domestic animal "you" own;
- (2)** The following reasonable expenses "you" incur that directly result from a covered cause of loss which damages a "residence premises":
 - (a)** The kenneling of "your" domestic animal if "you" are displaced from "your" "residence premises";
 - (b)** Veterinarian service charges to treat "your" injured domestic animal;
 - (c)** Expenses related to the euthanizing of "your" domestic animal, including burial and cremation expenses; and
 - (d)** The costs associated with the replacement of "your" domestic animal with one of similar breed.

This \$5,000 limit is the most "we" will pay for any one loss for the total of all expenses, regardless of the number of domestic animals.

C. Section I – Exclusions

In coverage forms **EXECUTIVE**, **EXECUTIVE SELECT** and **EXECUTIVE CAPSTONE™**, **Exclusions Applicable to Coverage A - Dwelling and Coverage B - Other Structures** adds the following exclusion:

"Cosmetic Damage", meaning "we" do not cover any "cosmetic damage" to a metal "roof system". This exclusion applies regardless of any other covered cause of loss, either directly or indirectly, to any and all metal surfaces within the "roof system".

Ordinance or Law, C.4.a. in the **EXECUTIVEAQ**, **EXECUTIVE SELECT™**, **EXECUTIVE CAPSTONE™AQ**, **CAPSTONE CONDO CO-OPAQ** and **CUO(S)AQ**, and **C.3.h** in the **CAPSTONE TENANTAQ** and **TENANTS(S)AQ** adds the following paragraph:

This exclusion applies whether or not the property has been physically damaged or even if the irritant or contaminant has a function with respect to "your" property or "business".

Intentional damage, C.4.h in the **EXECUTIVEAQ, EXECUTIVE SELECT™, EXECUTIVE CAPSTONE™AQ, CAPSTONE CONDO CO-OPAQ** and **CUO(S)AQ**, and **C.3.h** in the **CAPSTONE TENANTAQ** and **TENANTS(S)AQ** is deleted and replaced by the following:

h. Intentional damage

Intentional damage meaning any damage arising out of any act an "insured" commits or conspires to commit with the intent to cause damage.

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

However, this exclusion will not apply to deny payment to an innocent co-"insured", victim of domestic violence, when such coverage would otherwise be excluded under this provision if the "insured":

- (1) Files a police report; and
- (2) Completes a sworn affidavit for the insurer that indicates both:
 - (a) The cause of the "physical loss"; and
 - (b) A pledge to cooperate in any criminal prosecution of the person committing the act causing the "physical loss".

If payment is made pursuant to Paragraph **C.4.h.** under the **EXECUTIVEAQ, EXECUTIVE SELECT™, EXECUTIVE CAPSTONE™AQ, CAPSTONE CONDO CO-OPAQ** and **CUO(S)AQ**, and **C.3.h.** under the **CAPSTONE TENANTAQ** and **TENANT(S)AQ**, payment to the innocent co-"insured" may be limited to such innocent co-"insured's" ownership interest in the property reduced by any payment to a mortgagee or other secured interest. However, "we" shall not be required to make any subsequent payment to any other "insured" for the part of any "physical loss" for which the innocent co-"insured" has received payment. In no event will "we" pay more than the Limit of Insurance.

War, is deleted and replaced by:

Any form of loss, damage cost, expense or liability for damages arising directly or indirectly from:

- (1) "War" and "warlike action", including undeclared or civil "war" and "cyber hostilities";
- (2) Hostile action, including action in hindering or defending against an actual or expected attack, by any state, government, or sovereign using military personnel or other "agents"; or
- (3) Insurrection, rebellion, revolution, usurped power, political violence or action taken by a state or government actor in hindering or defending against any of these, including "cyber hostilities" in connection with any of the foregoing.

The attribution of an action will be determined by relying on reasonable evidence such as, but not limited to:

- (a) Statements by an agency or department of the United States government;
- (b) Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or
- (c) Statements by a "recognized commercial authority".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

D. Section I - Conditions

Loss Settlement

In Forms **EXECUTIVEAQ, EXECUTIVE SELECT™** and **EXECUTIVE CAPSTONE™AQ**, under Physical Loss Due to Windstorm or Hail, item **(e)** is deleted and replaced by the following:

- (a) "You" must make a claim for "physical loss" caused by or resulting from windstorm or hail with "us" within 365 days of the date of "physical loss". Claims made after that time are void. However, no claim will be denied based upon "your" failure to provide notice within such specified time, unless this failure operates to prejudice "our" rights.

In coverage forms **EXECUTIVE, EXECUTIVE SELECT** and **EXECUTIVE CAPSTONE™, Loss Settlement**, under **b. part Physical Loss Due to Windstorm or Hail** item **(f)** is deleted and replaced with the following:

(f) "We" will not pay for the cost to repair or replace and/or match any undamaged "roof surfacing" or siding due to any mismatch between the existing undamaged "roof surfacing" or siding on a covered dwelling or other structure and any new materials used to repair or replace the damaged "roof surfacing" or siding on a covered dwelling or other structure because of:

- 1) Wear and tear, marring, scratching or deterioration;
- 2) Fading, weathering, oxidizing or color;
- 3) Texture or dimensional differences;
- 4) Obsolescence or unavailability of materials; or
- 5) Inherent vice, latent defect or mechanical breakdown.

If this endorsement is attached to **EXECUTIVEAQ**, the following paragraph is added to Paragraph **D.3.b.(5)**:

If "you" fail to notify "us" of "your" intent within the 180-day time frame, such failure will not invalidate the claim unless such failure operates the prejudice "our" rights.

That same provision is added to the following endorsements if attached to the policy:

If one or more of the following is attached:	The above provision is added to:
HR904	Paragraph II.(3).d.
HR904A	Paragraph II.(3).d.

Appraisal is deleted and replaced by the following:

Appraisal

If "you" or "we" fail to agree on the "actual cash value" or the amount of "physical loss", an appraisal of the "physical loss" may take place. On the written request of either, each party shall select a competent and disinterested appraiser within 20 days after receiving the request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, "you" or "we" may request that the choice be made by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will separately set both the "actual cash value" and the amount of "physical loss". If the appraisers submit a written report of an agreement to "us", the amount agreed upon will be the "actual cash value" or the amount of "physical loss". If the appraisers fail to agree, they will submit their differences to the umpire. The umpire shall make the award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will set the amount of actual cash value and loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Legal Action Against Us is deleted and replaced by the following:

Legal Action Against Us

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

Our Option is deleted and replaced by the following:

Our Option

"We" may repair or replace any part of the damaged property with material or property of like kind and quality, if "we" give "you" written notice within 15 days after "we" receive "your" signed, sworn proof of "physical loss".

In coverage forms **EXECUTIVE CAPSTONE™AQ**, **EXECUTIVE SELECT™AQ**, and **EXECUTIVEAQ**, the Occupancy deductible is deleted and replaced by the "Home-Sharing Rental Activities" deductible:

If during the policy period "your" residence or other structures is being used for "Home-sharing rental activities" and "we" were not notified, then "we" will apply the greater of the deductible amount shown in the Declarations or:

- (1) 5% of the Coverage **A** Dwelling limit shown in the Declarations for a dwelling where the loss occurs;
- (2) 5% of the Coverage **C** Personal Property limit shown in the Declarations where the loss occurs; or
- (3) 5% of the Coverage **B** Other Structures limit shown in the Declarations for an other structure where the loss occurs.

This deductible applies to "your" residence, other structures, personal property and **Additional Coverages**.

This deductible does not apply if "we" give "our" prior written consent.

In coverage forms **CAPSTONE CONDO CO-OPAQ** and **CUO(S)AQ**, the Occupancy deductible is deleted and replaced by the "Home-Sharing Rental Activities" deductible:

If during the policy period "your" residence or other structures is being used for "Home-sharing rental activities" and "we" were not notified, then "we" will apply the greater of the deductible amount shown in the Declarations or:

- (1) 5% of the Coverage **A** Dwelling limit shown in the Declarations for a dwelling where the loss occurs;
- (2) 5% of the Coverage **C** Personal Property limit shown in the Declarations where the loss occurs; or
- (3) 5% of the Other Structures limit for an Other Structure where the loss occurs.

This deductible applies to "your" residence, other structures, personal property and Additional Coverages.

This deductible does not apply if "we" give "our" prior written consent.

Under the **CAPSTONE CONDO CO-OPAQ** and **CAPSTONE TENANTAQ**, **Deductible**, paragraph **c.** is deleted and replaced by the following (This is paragraph **d.** in the **EXECUTIVE CAPSTONE™AQ** and **EXECUTIVE SELECT™**):

- c.** If "your" residence has been vacant for more than 60 consecutive days immediately before a covered loss, "we" will apply the greater of the deductible amount shown in the Declarations or:

SECTION II - LIABILITY COVERAGES

A. Section II - Coverages

1. Coverage E - Personal Liability

The following is added to **1.a.**:

- (3) If "we" make an offer to pay the applicable limit of insurance, "we" will not pay any prejudgment interest based on that period of time after the offer.

2. Coverage F - Medical Payments to Others

Insuring Agreement, part **a.** is deleted and replaced by the following:

- a.** "We" will pay the limit as shown on the Declarations Page for necessary and reasonable medical expenses as described below for "bodily injury" caused by an accident that happens to:
 - (1) A person on the "insured location" with the permission of an "insured"; or
 - (2) A person away from the "insured location", if the "bodily injury":
 - (a) Arises out of a condition of the "insured location" or the ways immediately adjoining;
 - (b) Arises out of the activities of an "insured";
 - (c) Arises out of the actions of a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

(d) Arises out of the actions of an animal owned by or in the care of an "insured";
provided:

- 1) The accident takes place during the "coverage term";
- 2) The expenses are incurred and reported to "us" within three years of the date of the accident. However, no claim will be denied based upon "your" failure to provide notice within such specified time, unless this failure operates to prejudice "our" rights; and
- 3) The injured person submits to examination, at "our" expense, by physicians of "our" choice as often as "we" may reasonably require.

B. Section II - Exclusions

I. Molestation, Corporal Punishment or Abuse is deleted and replaced by the following:

I. Molestation, Corporal Punishment or Abuse

"Bodily injury", "personal injury" or "property damage" liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened;

- (1) Molestation;
- (2) Corporal punishment (other than administered by teachers); or
- (3) Abuse.

The following exclusions are added:

"Bodily injury", "personal injury" or "property damage" arising out of failure to supervise or the negligent supervision of a person that results in one or more of the excluded events in **k.**, **l.** and **m.** above.

"Bodily injury", "personal injury" or "property damage" arising out of any written or oral statement made by "you" or others on "your" behalf which is material to any financial transaction.

War, is deleted and replaced by:

Any form of loss, damage cost, expense or liability for damages arising directly or indirectly from:

- (1) "War" and "warlike action", including undeclared or civil "war" and "cyber hostilities";
- (2) Hostile action, including action in hindering or defending against an actual or expected attack, by any state, government, or sovereign using military personnel or other "agents"; or
- (3) Insurrection, rebellion, revolution, usurped power, political violence or action taken by a state or government actor in hindering or defending against any of these, including "cyber hostilities" in connection with any of the foregoing.

The attribution of an action will be determined by relying on reasonable evidence such as, but not limited to:

- (a) Statements by an agency or department of the United States government;
- (b) Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or
- (c) Statements by a "recognized commercial authority".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

C. Section II - Additional Coverages

Defense Expenses

The following paragraph is added:

Prejudgment interest awarded against the "insured" on that part of the judgment "we" pay. If "we" make an offer to pay the applicable limit of liability, "we" will not pay any prejudgment interest based on that period of time after the offer.

SECTION III - COMMON CONDITIONS

2. Cancellation

Paragraph **2.b.(2)** is deleted and replaced by the following:

2.b.(2) When this policy has been in effect for less than 60 days and is not a renewal with "us", "we" may cancel for any reason by notifying the First Named Insured shown in the Declarations at least 30 days before the date cancellation takes effect.

Paragraph **2.b.(4)** is deleted in its entirety.

5. Subrogation

The following paragraph is added:

If payment is made to an innocent co-"insured" for a "physical loss" or "occurrence" arising from an act of domestic violence, the rights of that "insured" to recover against the perpetrator are transferred to "us" to the extent of "our" payment. Following the "physical loss" or "occurrence", the innocent co-"insured" may not waive such rights to recover against the perpetrator of the domestic violence.

6. Death

Paragraph **6.b.** is deleted and replaced by the following:

6.b. "Insured" includes:

- (1) An "insured" who is a member of "your" household at the time of "your" death, but only while a resident of the "residence premises"; and
- (2) With respect to "your" property:
 - (a) The person having proper temporary custody of the property until appointment and qualification of a legal representative; or
 - (b) The grantee beneficiary designated under a beneficiary deed, which has been properly recorded prior to the death of the grantor, but only for the period from the date of the person's death until the first of the following occurs:
 - (i) A period of 30 days from the date of the "insured" death;
 - (ii) The date that alternative coverage is obtained on such property; or
 - (iii) The end of the policy period as shown in the Declarations.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION NOTIFICATION OF COVERAGE LIMITATIONS

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B.** Missouri law requires that this endorsement be attached to all policies that exceed the limitations of coverage provided under the Act. These limitations are shown in Paragraph **C.** below.

C. LIMITATIONS OF COVERAGE

The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- 1.** Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if that "insured" has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
- 2.** Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.
- 3.** However, the Association will not:
 - a.** Pay an amount in excess of the applicable limit of liability of the policy from which a claim arises;
or
 - b.** Return any unearned premium to you in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit "us" from providing insurance, including, but not limited to, the payment of claims.

All other provisions of this policy apply.

NOTICE OF PRIVACY PRACTICES

OUR PRIVACY PLEDGE

You have received this notice because you have a policy with The Cincinnati Insurance Companies or you have applied for or purchased a product or service from our family of companies. We believe that your personal information should be respected and protected. For this reason, we are committed to protecting your personal information and using it only as appropriate to provide you with the best possible service, products and opportunities.

This privacy notice describes our information practices and policies. It applies to our relationship with you if you are an individual who inquires about or obtains products or services from us for personal, family or household purposes.

INFORMATION WE COLLECT

To provide our products or services, we may collect personal information about you from a variety of sources, including:

- information that comes from you during the application process or when visiting *cinfin.com*
- information about you from our affiliates, your independent insurance agent, governmental entities, consumer reporting agencies and other sources
- with your prior written consent, a medical professional who has treated you or members of your family

The type of information that we collect depends on the product or service requested, but may include:

- credit history
- motor vehicle reports
- inspections on your property
- claims history
- information concerning your previous insurance policies
- information to properly investigate and resolve any claims

INFORMATION WE DISCLOSE TO THIRD PARTIES

We do not sell your personal information to anyone. We do not disclose your personal information to third parties - people and companies that are not affiliated with us - for their own marketing purposes. For this reason, no "opt-out" is required. If we share some personal information about you with third parties without your specific authorization, it is to provide you with products and services that you request or expect from us, and as otherwise permitted by law.

For example, we may disclose the personal information we collect (as described above) as necessary to:

- service your policy, lease or account
- investigate and pay claims
- comply with state and federal regulatory requests or demands
- process other transactions that you request

To whom we make such disclosures depends on the product or service requested but may include:

- your independent insurance agent
- insurance regulators
- reinsurance companies
- consumer-reporting and fraud prevention agencies
- your mortgage or premium finance company
- insurance adjusters

We also may disclose personal information about you to companies that perform marketing services on our behalf or to other financial service providers with which we have joint marketing agreements. If information is disclosed, it will not result in telemarketing or direct mail marketing.

INFORMATION SECURITY

We restrict access to personal information about you to those employees who need access to that information in order to provide products and services to you. We maintain physical, electronic and procedural safeguards to guard your personal information.

A SPECIAL WORD ABOUT OUR INSURANCE INFORMATION PRACTICES

The information in this section applies to you only if you applied for or purchased an insurance product from us for personal, family or household purposes. This section is intended to supplement, but not replace, the other information contained in this Notice of Privacy Practices.

You have the right to access the personal information that we collect about you in connection with your insurance transactions with us. If you believe that any of that information is in error, you have the right to request us to correct it. Send your written request, including your policy number and the information about which you are concerned, to the address listed below.

To receive a more detailed notice regarding our insurance information practices and your information privacy rights, please contact us at the address or phone number given below.

EMAIL COMMUNICATIONS

We will not send you an email in which we ask for personal information from you (such as password or Social Security number) or link you to our website to ask you for such information unless we reference a specific transaction or information that you have requested. If you receive an unsolicited or suspicious email from The Cincinnati Insurance Companies, please forward the email to us at privacy@cinfin.com.

INFORMATION WE SHARE WITHIN OUR CORPORATE FAMILY

To serve you, we may share information about our experiences and transactions with you within our family of companies. Such information may include your payment or claims history or the types of insurance coverages you purchase from us.

The following companies comprise the Cincinnati Financial Corporation family of companies:

- Cincinnati Financial Corporation
- The Cincinnati Insurance Company
- The Cincinnati Casualty Company
- The Cincinnati Indemnity Company
- The Cincinnati Life Insurance Company
- CFC Investment Company
- The Cincinnati Specialty Underwriters Insurance Company
- The CSU Producer Resources Inc.
- Cincinnati Global Underwriting Ltd.
- Cincinnati Global Underwriting Agency Ltd.

This privacy notice applies to and is provided on behalf of all of the companies in the Cincinnati Financial Corporation family of companies with the exception of CFC Investment Company, Cincinnati Global Underwriting Ltd. and Cincinnati Global Underwriting Agency Ltd., which are governed by separate and specific privacy policies.

ONGOING ACCESS TO OUR PRIVACY POLICY

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at cinfin.com or by contacting us at:

The Cincinnati Insurance Companies
Attn: Regulatory & Compliance - Privacy
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Phone: 888-744-2170 (toll free) or 513-603-5992
Email: privacy@cinfin.com



The Cincinnati Casualty Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com • 513-870-2000 • 888-242-8811

Named Insured: **Caleb Burns**

Your Insurance Score

Thank you for choosing your local independent insurance agent and The Cincinnati Casualty Company for your insurance needs. We work hard to provide you the most competitive pricing possible. To determine that price, we evaluate criteria such as your driving record, claims history, coverage amounts and insurance score. These factors affected your insurance score:

- **LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED**
- **# OF INQUIRIES FOR TRANSACTIONS INITIATED BY CONSUMER IN LAST 6**
- **NUMBER OF ACCOUNTS ALWAYS PAID AS AGREED**
- **LENGTH OF TIME BANK REVOLVING ACCOUNTS HAVE BEEN ESTABLISHED**

Information from your credit history used in determining your insurance score was provided by:

LexisNexis® Consumer Center
PO Box 105108
Atlanta, GA 30348-5108
800-456-6004 (Interactive Voice Response)
Reference number: 25065093637953
www.consumerdisclosure.com

Information for you:

- An insurance score and a credit score are different. LexisNexis, a reseller of data, establishes an insurance score based upon consumer file data like payment history, types of credit, age of credit accounts and other financial history. Neither LexisNexis nor Cincinnati Casualty receives your credit report. Contact LexisNexis at 866-323-0932 to discuss how the items above may influence your insurance score.
- You have the right to a free copy of your credit report. Please make the request to LexisNexis within 60 days of receiving this notice. Along with your request, provide your full name, address, date of birth, driver's license information, Social Security number and reference number 25065093637953 .
- If you believe your credit report contains errors or is incomplete, please contact the credit bureau from which LexisNexis obtained your history. You will find the dispute resolution process outlined in the material delivered with your free credit report.
- Notify your local independent agent if your information changes or if your credit based insurance score has been impacted by extraordinary life circumstances you have experienced in the last three years. At your written request, we will reevaluate your information and apply reasonable exceptions to determine the most competitive price we can provide you. You will be notified, in writing, within 30 days of our receipt of sufficient documentation we may require from you. Any resulting pricing changes will be effective from the date of your request.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WATER DAMAGE COVERAGE

The following is added to Section I, Additional Coverages:

LIMITED WATER DAMAGE

- (1) "We" will pay for "physical loss" to covered property caused by or resulting from water or waterborne material:
- (a) Which backs up through sewers and drains on the "residence premises". A sewer or drain is a pipe connected to the plumbing system, a gutter or downspout, or other drainage pipe that serves to drain water or waste away from the "residence premises". A back up does not include the inability of the sewer or drain to handle the amount of rainwater, surface water or groundwater trying to enter the sewer or drain;
 - (b) Which overflows or is discharged from a sump, sump pump or related equipment; or
 - (c) Below the surface of the ground, including water or waterborne materials which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

unless there is a flood in the area and the flood is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or seepage of water. In this case this coverage does not apply.

However, "we" will not pay for "physical loss" to the portion of the building or structure through which water or waterborne materials back up, overflow, are discharged, seep or leak.

Also, under this coverage "we" will not pay for "physical loss" resulting directly or indirectly by any of the following. Such "physical loss" is excluded regardless of any other cause or event contributing concurrently or in any sequence to the "physical loss". These exclusions apply whether or not the "physical loss" event results in widespread damage or affects a substantial area.

- (a) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge; or
- (b) Waterborne material carried or otherwise moved by any of the water referred to in (a) above.

These exclusions apply regardless of whether any of the above in (a) through (b) is caused by an act of nature or is otherwise caused.

These exclusions apply to, but are not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

The most "we" will pay for "physical loss" to all covered property under this Additional Coverage in any one occurrence, regardless of the number of causes of water damage which may be involved, is the limit of insurance shown in the Declarations. This limit of insurance is included within, and is not in addition to, the limits of insurance applicable to the damaged covered property.

- (2) The following is added under Paragraph (1) of the Collapse Additional Coverage:
- (g) Water or waterborne material below the surface of the ground, including water or waterborne material which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.
- (3) The second paragraph under (1) of the collapse Additional Coverage is deleted in its entirety and replaced by the following:

"Physical loss" to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, or dock is not included under items (b), (c), (d), (e), (f) and (g) unless the "physical loss" is a direct result of the collapse of a building or any part of a building.

All other provisions of this policy apply.

NOTICE TO POLICYHOLDERS

(Direct Bill Policyholders only)

When premiums are not paid on time, we experience additional costs to keep your policy in force. These costs are addressed by service charges which are applied to your policy. The timely payment of your premium can prevent the following service charges from ever being applied to your balance:

1. The first time your policy cancellation is rescinded (meaning the cancellation notice has been mailed, but we receive payment before the cancellation takes effect), we will waive the service charge. For each succeeding rescinded cancellation of your policy, a nominal \$10 service charge will be applied to your installment.
2. The first time your policy is reinstated (meaning the cancellation has already taken effect), we will only add a nominal \$10 service charge to keep your policy in force. For each succeeding reinstatement, a \$25 service charge will be applied to your policy.
3. The first time a premium payment is returned due to Non-Sufficient Funds (NSF) for your policy, we will add a nominal \$10 service charge to your installment. For each succeeding return of payment, a \$25 service charge will be added to your installment.

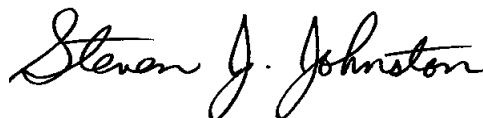
Please contact your agent with any questions.

In witness whereof, the company issuing this policy has caused this policy to be signed by its Secretary and its President, but this policy shall not be valid or effective, where mandated by law, until countersigning on the Declarations page by a duly authorized agent of the Company. This endorsement is executed by the company stated in the declarations.

The Cincinnati Casualty Company



Secretary



President

