



Expect MORE.



Expect MORE.

October 2, 2025

Dear Micah Horne,

We are pleased to offer you the renewal for your **Orion180 Insurance Company** Homeowner's policy. We truly appreciate your business, and we are looking forward to providing another year of homeowners coverage for you and your family. To accept this renewal and to continue coverage without interruption, payment of the enclosed premium must be received on or before 11/06/2025.

To renew this policy, please take a few moments to carefully review the renewal policy we are offering you, as there may have been some changes which could affect your coverages, including but not limited to:

- Inspections are required for homes 6 years or older and upon the third policy renewal. All homes are subject to inspection at the Company's discretion.
- Damages caused by or resulting from pre-2006 PEX (cross-linked polyethylene) plumbing; polybutylene; cast-iron or galvanized plumbing is no longer covered under your policy. (See the "Limited Water Damage Exclusion" form included in your policy.)
- Roofs meeting the definition of "outdated", as defined in form, "OIC H3 N315 - ACV", included in your policy, receive loss settlement at Actual Cash Value.
- The \$1,000, \$2,500 and 1% deductible options for the perils of Hurricane, Wind, Hail or Tornado are no longer available. If you previously had one of these options, your new policy defaulted to 2% (1% is still available in North Carolina only).
- Liability for swimming pools and hot tubs is excluded under your policy. You can purchase this coverage if your policy has "Coverage E - Personal Liability" on your policy, your swimming pool and/or hot tub are well maintained, protected by a fence at least 4-foot high, and you have no diving board or slide in the pool area.
- The following has been updated in your Homeowners' Policy form OIC H3 N300: You may cancel this policy by providing us with advanced notice of the date of cancellation during the term of the policy. When this policy is canceled, the company will retain not less than twenty-five (25%) of the base premium. A \$49 cancellation fee will be applied to any cancellation made after the first 30 days of the policy term.

Please alert your agent if you have a change of use, condition, or occupancy of the home. **Once we receive payment on this renewal policy offer, it will constitute as your agreement with the policy coverages and contents.** If you have a mortgage service provider, we have sent them the renewal invoice to allow for a smooth renewal process. If you do not have a lender, please access MY180 at

OIC H3 N006 CW 03 25

930 S Harbor City Blvd, Ste 302 | Melbourne, FL 32901 | 321.213.6222 | **ORION180.com**

Orion180.com, or download the Orion180 app, to make the payment on your renewal policy prior to the renewal effective date. The renewal offer will expire if the payment is not received on or before the policy effective date.

We invite to take control of your policy with Orion180, by downloading the Orion180 App in the Google and Apple stores. If you have not done so already, please set up your account. There, you will have access to your policy and agent information, pay a bill, get status updates on a claim, and more.

We work hard to redefine how homeowner's insurance is purchased and managed. We are proud to call you, our customer and we look forward to providing you with an excellent experience and continuing to earn your business on every renewal. Please visit Orion180.com to contact us, or to learn more about your policy.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kenneth Gregg', is positioned above the printed name.

Kenneth Gregg, CEO
Orion180 Insurance

Did *Your* INSURANCE COSTS INCREASE UNEXPECTEDLY?

We sincerely appreciate your loyalty to Orion180, and it is with utmost care that we reach out to you to inform you of an important update concerning your home insurance policy.

Due to the increased occurrence of natural disasters and weather-related events, particularly in high-risk locations, we find it necessary to adjust our rates accordingly. This adjustment ensures rate adequacy, allowing us to continue offering the comprehensive protection needed against these risks.

Upon the renewal of your policy, you will notice an adjustment to the annual premium. Please understand that this decision has not been made lightly. Orion180 is committed to staying in markets like yours, and this is a necessary measure to ensure we can continue providing you with the high standard of home insurance coverage you have become accustomed to. Rest assured, this decision has been made after thorough consideration, aiming to maintain competitive rates while upholding our commitment to excellence in insurance protection and service.

We recognize that this increase may be unexpected, and we want to assure you that our team is here to address any concerns. Should you have any questions or wish to discuss your coverage or deductibles further, please don't hesitate to reach out to us. We are here to provide the assistance you need.

We are sincerely grateful for the opportunity to continue serving your home insurance needs, and we remain dedicated to ensuring your peace of mind and protection.



Expect MORE.

HOMEOWNERS

INSURANCE POLICY

Surplus Lines | Coastal

Orion180 Insurance Company

930 S. Harbor City Blvd. Suite 302

Melbourne, FL 32901

Claims: 1-866-590-3550

Customer Service: 1-866-590-3550

YOUR HOMEOWNERS INSURANCE POLICY DOES NOT PROVIDE COVERAGE FOR DAMAGE TO YOUR PROPERTY CAUSED BY FLOOD. YOUR AGENT CAN HELP YOU PROCURE A SEPARATE FLOOD POLICY THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM.

This Policy Jacket with the Policy Form, Declarations Page, and Endorsements, if any, issued to form a part thereof, completes the policy as numbered on the Declarations Page.

POLICY PROVISION: All premiums for this insurance shall be computed in accordance with Orion180 Insurance Company's rules, forms, rating plans, premiums and minimum premiums applicable to the insurance afforded herein which are in effect at the inception of the insurance and, each anniversary thereof, including the date of interim changes.

IN WITNESS WHEREOF, Orion180 Insurance Company has caused this instrument to be signed by its President.

Kenneth Gregg

CEO & President

Orion180 Insurance Company

ORION180 INSURANCE COMPANY

Orion180 Insurance Company Privacy Policy Notice

Orion180 Insurance Company values the trust of our customers and policyholders regarding the privacy of your nonpublic personal information. The following Privacy Policy Notice provides information about how we protect the confidentiality of nonpublic personal information that we may collect from or about you.

This Privacy Policy Notice includes the following affiliated companies: Orion180 Insurance Services, LLC

Orion180 Insurance Company ("OIC") and its affiliates protect customer information. We maintain physical, electronic and organizational safeguards to protect this information. We continually review our policies and practices, monitor our computer networks, and test the security of our systems to ensure safety of this information.

Information We May Collect

We collect and use information necessary to administer our business, to advise you about our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, such as those listed below:

1. Information we receive from you or your insurance agent on applications, questionnaires, or other forms;
2. Information we collect from other sources such as customer reporting agencies; and
3. Information about your transactions with our affiliates, others, or us.

How We Use Information About You

We use customer information to underwrite your policies, process your claims, ensure proper billing, service your accounts and offer you other insurance and/or financial products we believe may suit your needs. As permitted by law, we may enter into agreements to share or exchange information with companies engaged to work with us to enhance the quality of services we provide to you. Under these agreements, companies may receive information about you, but they are required to safeguard this information and they may not use it for any other purposes. All third parties are required by Orion180 to conform to our privacy standards.

We do not sell customer information to anyone, and we do not share customer information with nonaffiliated companies that would use that information to market their own products or services to you. We do not disclose any nonpublic personal information about you to anyone except as is necessary in order to provide our products and services to you, or otherwise as we are required or permitted by law.

Opt-Out Rights

If you prefer that we not share your information, or you see incorrect or inaccurate information in your policy, please contact your insurance agent or write to us at the address below and we will update your information as required. Please reference your policy number on any correspondence sent to our office.

Orion180 Insurance Company
Attention: Customer Service
930 S. Harbor City Blvd., Suite 302
Melbourne, FL 32901

Your direction not to share information does not limit Orion180 from sharing certain information about you which is essential to conducting our business, such as processing any claim you may have, or information permitted or required by law. A more detailed description of your rights and our practices is available upon request; contact your agent or broker for instructions on how to submit such a request to us.

This Privacy Policy Notice is not evidence of insurance coverage and should not be accepted by anyone as evidence that insurance coverage is in force. If we change or revise our Privacy Policy, we will provide you with notice of the changes.



Expect MORE.

HOMEOWNERS POLICY INVOICE

DATE ISSUED: 10/02/2025

POLICY NUMBER:	OICH3AL_01419636-3
EFFECTIVE DATE:	11/06/2025 12:01 AM
EXPIRATION DATE:	11/06/2026 12:01 AM

INSURED: Micah Horne	AGENCY: Morris Insurance Agency, LLC-Robertsdale Office
98 Sugar Birch Wat Dallas, GA 30132 Jennifer Polvere	Agent: Jackson Faulkenberry 22644 Hwy 59 South Robertsdale, AL 36567
Telephone: 678-520-3826	Telephone: 251-947-7301
LOCATION OF PROPERTY INSURED:	
28496 PERDIDO PASS DR ORANGE BEACH, AL 36561	

Thank you for choosing Orion180 Insurance Company. There is a premium payment due on the policy shown above. To maintain insurance coverage, please make your payment as below:

Current Balance:	\$8,210.76
*Payment Due:	\$2,064.76
Payment Due Date:	11/06/2025

**Unless paid in full, a \$10 Non-refundable payment processing fee will be added to each payment.*

Please detach and submit this portion with your payment.

Policy Number: OICH3AL_01419636-3	Named Insured: Micah Horne
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Make check payable to:
Orion180 Insurance Company

Balance Due: \$2,064.76
Payment must be received by: 11/06/2025

Total Payment Enclosed:

\$

MAIL & WIRE INSTRUCTIONS:

For **mail** or **wire transfer** payments, please refer to the details and instructions on the following page.

WAYS TO PAY YOUR BILL



AUTOPAY: Log into MY180.com or through the Orion180 Mobile App. Then, select:
Policy Number >> *AutoPay Profile* >> *Click On*.



ONLINE: Log into MY180.com or through the Orion180 mobile app. Then select:
Policy Number >> *Make Payment* and follow the steps.**



MORTGAGE/ESCROW: You pay your homeowners insurance policy as part of your mortgage. Please contact your Insurance Agent for more information regarding this payment option.***



PHONE:
Call (866) 590-3550 to make your payment by phone.



WIRE TRANSFER* or <<----->> MAIL:

**IF YOUR POLICY STARTS WITH
'OIC'**



WIRE/ACH: Orion180 Insurance Services, LLC
Account Number: 0336489255
ACH Routing Number: 063104668
Wire Transfer Routing Number: 062005690

MAIL: Dept #6553
Orion180 Insurance Company
PO Box 11407
Birmingham, AL 35246-6553

OVERNIGHT MAILING ADDRESS:
Wholesale Lockbox 6553
Attention: Ryan Biasco
2090 Parkway Office Circle Hoover, AL 35244

**IF YOUR POLICY STARTS WITH
'OSI'**



WIRE/ACH: Orion180 Insurance Services, LLC
Account Number: 0336489271
ACH Routing Number: 063104668
Wire Transfer Routing Number: 062005690

MAIL: Dept #9934
Orion180 Select Insurance Company
PO Box 850001
Orlando, FL 32885-9934

OVERNIGHT MAILING ADDRESS:
Wholesale Lockbox 9934
Attention: Lilliam Nieves
6149 Chancellor Drive Suite 700 Orlando FL 32809

HOW TO PAY

To discover who is responsible for making your payments, log into MY180.com or through the Orion180 Mobile App. Then select *Policy Number* >> *Finance* and discover if you or the mortgage/escrow has been set up to make payments.

WHEN TO PAY

The first payment is due prior to the effective date of your policy. If you do not pay your bill on-time, payments are subject to late fees.

**All ACH/Wire transactions must reference the policy number*

***This option does not apply for payments made by Mortgage/Escrow. We accept Visa, Mastercard, and Discover for all online and phone payments.*

****When your homeowner's insurance policy payment is managed by a third party, such as your lender or servicer, it is referred to as "Escrow billed".
You are responsible for getting in contact with your lender about your Escrow billing.*



HOMEOWNERS POLICY RENEWAL DECLARATION

POLICY NUMBER:	OICH3AL_01419636-3
EFFECTIVE DATE:	11/06/2025 12:01 AM at Residence Premises
EXPIRATION DATE:	11/06/2026 12:01 AM at Residence Premises

Orion180 Insurance Services, LLC • 930 S. Harbor City Blvd., Suite 302 • Melbourne, FL 32901 • (866) 590-3550

Applicant Information Micah Horne Jennifer Polvere 98 Sugar Birch Wat Dallas, GA 30132 678-520-3826	Agent Information Jackson Faulkenberry NPN: 16159644 Morris Insurance Agency, LLC-Robertsdale Office 22644 Hwy 59 South Robertsdale, AL 36567 251-947-7301
Property Address:	28496 PERDIDO PASS DR ORANGE BEACH, AL 36561

Policy Period: 11/06/2025 to 11/06/2026 12:01 A.M. at Residence Premises	Important Phone Numbers: Customer Service: 1-866-590-3550 Claims Reporting: 1-866-590-3550
Policy Type: AL Orion180 Homeowner HO3 Policy	
INSURER: Orion180 Insurance Company (A) Demotech Rated	

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law.

TOTAL ESTIMATED POLICY PREMIUM, FEES AND TAXES:		\$8,210.76
COVERAGES		
Coverage A - Dwelling (Replacement Cost as Described in policy)		\$570,000
Coverage B - Other Structures		Excluded
Coverage C - Personal Contents		\$28,500
Coverage D - Loss of Use		Excluded
Coverage E - Personal Liability		\$100,000
Coverage F - Medical Payments		\$1,000
<i>**Coverage A increased due to an inflation guard factor.</i>		
DEDUCTIBLES		
Hurricane/Wind/Hail or Tornado Deductible		10%
All Other Peril Deductible		\$2,500
BASE PREMIUM (Without fees and taxes.)		\$7,547.00
FEES & TAXES		
Policy Fee (This fee applies to all new and renewal policies and is fully earned and non-refundable.)		\$199.00
AL Surplus Lines Tax (6%)		\$464.76
TOTAL PREMIUM		\$8,210.76
<i>*Additional processing fees may apply.</i>		

OPTIONAL COVERAGE		
Residence Held in Trust		No
Loss Assessment Coverage Limits		\$1,000

Special Computer Coverage	Excluded
Jewelry, Watches & Furs Coverage Limits (Unscheduled)	\$1,500
Silverware, Goldware, Pewterware Coverage Limits (Unscheduled)	\$2,500
Limited Fungi, Other Microbes or Rot Coverage Limits	\$5,000
Water Back Up & Sump Discharge or Overflow Coverage Limits	\$5,000
Ordinance or Law Coverage Limits	\$57,000
Identity Theft Protection Coverage Limits	Excluded
Covg. A – Additional 25% Dwelling Coverage	Excluded
Personal Injury Coverage Limits	Excluded
Covg. C – Personal Property Replacement Cost	Excluded
Equipment Breakdown Coverage	Excluded
Fortified Roof Endorsement	Excluded
Swimming Pool & Hot Tub Liability Coverage	Excluded

DISCOUNTS	
Building Code Discount	None
Golden Age (Age 60 or older)	No
Claim Free	Yes
E-Policy	Yes
Window & Door Opening Protection (Proof Required)	Yes
Secured Community Discount	Yes
Burglar Alarm, Central Station with Alarm (Proof Required)	None
Fire Alarm, Central Station with Alarm (Proof Required)	None
Military / First Responder Discount (Proof Required)	No
Companion Policy Discount (Proof Required)	No
Roof Coverage Exclusion Endorsement Discount	No
Tankless Water Heater (Proof Required)	No
Tree Free Yard (Proof Required)	No

RATING INFORMATION	
Home is deeded to, and/or owned by a corporation, LLC, Partnership, estate, association or any other business entity.	No
Square Footage	3147
Year Built	1998
Home Type	Single Family Home
Construction Type Siding	Frame
Foundation Type	Piers
Basement	No Basement
Protection Class	1
Roof Covering	Architecture Shingle
Roof Shape	Gable
Roof Replaced	Yes
Occupancy Type	Secondary/Seasonal
Number of Fire Claims in the last 3 years	0
Number of Property Claims in the last 3 years	0
Number of Liability Claims in the last 3 years	0

FINANCIAL INFORMATION

First Mortgagee	Second Mortgagee
Wells Fargo Bank NA ISAOA Loan Number : 68368314702051998 PO Box 8546 Springfield OH 45501	

POLICY FORMS AND ENDORSEMENTS

OIC H3 N006 CW 03 25	Renewal Letter Orion180
OIC H3 N010 CW 03 23	Policy Jacket
OIC H3 N015 CW 05 25	Orion180 Insurance Company Privacy Policy Notice
OIC H3 N020 CW 05 23	Homeowners Policy Invoice - Insured
OIC H3 N322 AL 01 25	Homeowners Policy Renewal Declaration
OIC H3 N300 CW 01 25	Orion180 Insurance Company Homeowners Policy
OIC H3 N305 CW 12 24	Hurricane Wind Hail or Tornado Deductible
OIC H3 N210 CW 12 22	Seasonal Dwelling Endorsement
OIC H3 N520 CW 12 22	Limited Water Back-Up and Sump Discharge or Overflow Coverage
OIC H3 N330 CW 12 22	Limited Water Damage Coverage
OIC H3 N335 CW 12 22	Exclusion of Cosmetic Damage to Roof Coverings Caused by Hail
OIC H3 N315 CW 12 22	Actual Cash Value Loss Settlement Windstorm or Hail Losses to Roof Surfacing
OIC H3 N605 CW 12 22	Swimming Pool Liability Exclusion
OIC H3 N601 CW 12 22	Animal Liability Exclusion Endorsement
OIC H3 N610 CW 12 22	Renewable Energy Systems Exclusion
OIC H3 N615 CW 12 22	Limited Water Damage Exclusion
OIC H3 N405 AL 12 22	Outline of Coverage and Comprehensive Policy Checklist
OIC H3 N410 AL 12 22	Alabama Homeowners Bill of Rights

Surplus Lines Broker & Mailing Address

Kenneth M. Gregg
License # 3000203711
Orion180 Insurance Services, LLC
930 S. Harbor City Blvd, Suite 302
Melbourne, FL 32901



Countersignature or Authorized Representative

THE DECLARATIONS PAGE, POLICY FORM, AND ENDORSEMENTS LISTED IN THE ENDORSEMENTS TABLE (ABOVE), IF ANY, ARE ALL MADE PART OF THE POLICY.

IF THE POLICY OF INSURANCE FOR WHICH YOU ARE APPLYING IS CANCELLED, EITHER BY YOU, THE AGENT, OR BY THE COMPANY, THE COMPANY WILL RETAIN A \$49 FEE AND A MINIMUM EARNED PREMIUM OF TWENTY-FIVE PERCENT (25%) OF THE ANNUAL POLICY PREMIUM. THE CANCELLATION FEE AND MINIMUM EARNED PREMIUM ARE CONSIDERED FULLY EARNED UPON RECEIPT OF PAYMENT.

ORION180 INSURANCE COMPANY

HOMEOWNERS POLICY

INSURING AGREEMENT

"We" agree to provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. **"You"** agree that the policy has been issued in reliance upon the statements and attributes in the Declarations and the application.

Throughout this policy, **"you"** and **"your"** refer to the **"named insured"** shown in the Declarations and the spouse or validly entered into domestic partnership, if the spouse or domestic partner is a resident of the same household. **"We"**, **"us"** and **"our"** refer to **Orion180 Insurance Company (OIC)**.

DEFINITIONS - Certain words and phrases used in this policy are defined as follows:

- A. "Actual Cash Value" (ACV)** means the amount it would cost to repair or replace covered property, at the time of loss, with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence. **Actual cash value** applies to valuation of covered property regardless of whether that property has sustained partial or total loss. The ACV of the lost or damaged property may be significantly less than its **replacement cost**. ACV is not the market value or mortgage value of **your** property.
- B. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability"**, subject to the provisions in 2. below, mean the following:
- (1) Liability for **bodily injury** or **property damage** arising out of the:
 - (a) Ownership of such vehicle or craft by an **insured**;
 - (b) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (c) Entrustment of such vehicle or craft by an **insured** to any person;
 - (d) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an **insured**; or
 - (e) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - (2) For the purpose of this definition:
 - (a) **"Aircraft"** means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people, cargo, or photographic or sound equipment;
 - (b) **"Hovercraft"** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft, drones and air cushion vehicles;
 - (c) **"Watercraft"** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor;
 - (d) **"Motor Vehicle"** means a vehicle powered by any source of energy, including but not limited to, internal combustion, electric, wind, solar, or any combination of the energies; or any trailer or semi-trailer that is being carried on, towed by, or hitched for towing by such vehicle. **Motor vehicle** can be licensed or not for use on a road. Vehicles that are clearly intended for operation on highways are "motor vehicles".
- C. "Asbestos"** is a group of fibrous minerals used to strengthen and fireproof building materials such as, but not limited to some hot or steam pipes, vinyl flooring or floor adhesives, interior and exterior building materials, insulations and other vinyl coatings or coverings.
- D. "Asbestos Related Dust"** means a mixture or combination of **Asbestos** and other dust particles.
- E. "Bodily injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
- F. "Building"** means a structure with a floor, walls and a roof.
- G. "Business"** means:
- (1) Any full-time or part-time activity engaged in for economic gain including but not limited to home-sharing and or rental of any portion of the property;
 - (2) Providing adult or day care services with or without compensation;
 - (3) Any other activity engaged in for money or other compensation, except Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity.
- H. "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**.

I. **"Fuel System"** means:

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

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

J. **Fungi** means:

- (a) any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, wet or dry rot, or by-products produced or released by **fungi**;
- (b) Under the **Liability section**, this does not include any **fungi** that are, are on, or are contained in, a product or goods intended for consumption.

K. **"Insured"** means:

- (a) You and residents of **your** household who are:
 - (1) Your relatives; or Domestic Partner, defined as a legal relationship between two individuals who live together and share a common domestic life but are not married;
 - (2) Other persons under the age of twenty-one (21) and in **your** care or the care of a resident of **your** household who is **your** relative.
- (b) A student enrolled in school full-time, as defined by the school, who was a resident of **your** household before moving out to attend school, provided the student is under the age of:
 - (1) Twenty-four (24) and **your** relative; or
 - (2) Twenty-one (21) and in **your** care or the care of a resident of **your** household who is **your** relative.
- (c) Under the **Liability section**:
 - (1) With respect to **watercrafts** to which this policy applies, any person or organization legally responsible for these **watercrafts** which are owned by **you** or any person described in **K(a)or(b) Insured** does not mean a person or organization using or having custody of these **watercraft** in the course of any **business** or without consent of the owner; or
 - (2) With respect to a **motor vehicle** to which this policy applies:
 - (a) Persons while engaged in **your** employ or that of any person described in **K(a)or(b)**; or
 - (b) Other persons using the vehicle on an **insured location** with **your** consent.
- (d) Any Additional Insured named in the Declarations, but only with respect to **Coverages A, B, E and F** and only for the **residence premises**.

Under both the **Property and Liability Sections**, when the word **an** immediately precedes the word **insured**, the words **an insured** together mean one (1) or more **insureds**.

L. **"Insured location"** means:

- (a) Your **residence premises**;
- (b) The part of other premises, other structures and grounds used by **you** as a residence; and shown in the Declarations. This includes premises, other structures, and grounds which are acquired by **you** during the policy period for **your** use as a residence and reported to us within thirty (30) days of its acquisition;
- (c) Any premises used by **you** in connection with a premises described in **a.** and **b.** above;
- (d) Any part of a premises, not used for **business** purposes:
 - (1) Not owned by an **insured**; and
 - (2) Where an **insured** is "temporarily residing";
- (e) **Vacant** land, not used for **business** purposes;
- (f) Land owned by or rented to an **insured** on which a one (1)-, two (2)-, three (3)- or four (4)- family dwelling is being built as a residence for an **insured**;

- (g) Individual or family cemetery plots or burial vaults of an **insured**;
- (h) Any part of a premises occasionally rented to an **insured** for other than **business** use.
- M. **"Occurrence"** means an accident, which first happens or first commences during the policy period, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - (a) **Bodily injury**; or
 - (b) **Property damage**.
- N. **"Perils Insured Against"** means the perils for which coverage is provided. Peril means an event or circumstance that results in **property damage** or **bodily injury**.
- O. **"Property damage"** means direct, distinct, and demonstrable, physical injury to, destruction of tangible property, including the loss of use of tangible property.
- P. **"Replacement cost (RCV)"** means the amount necessary to repair or replace the damaged property with no deduction for depreciation. RCV is not the market value or mortgage value of **your** property.
- Q. **"Residence employee"** means:
 - (a) An **employee** of an **insured**, or an **employee** leased to an **insured** by a labor leasing firm, under an agreement between an **insured** and the labor leasing firm, whose duties are related to the maintenance or use of the **residence premises**, including household or domestic services; or
 - (b) One who performs similar duties elsewhere not related to the **business** of an **insured**. A **residence employee** does not include a temporary **employee** who is furnished to an **insured** to substitute for a permanent **residence employee** on leave or to meet seasonal or short-term workload conditions.
- R. **"Residence premises"** means:
 - (a) The one (1) family dwelling where **you** reside;
 - (b) The two (2), three (3) or four (4) family dwelling where **you** reside in at least one (1) of the family units; or
 - (c) That part of any other **building** where **you** reside; and which is shown as the **residence premises** in the Declarations.

"Residence premises" also includes other structures and grounds at that location.
- S. **"Temporarily Residing"** means residence in a hotel, motel, vacation residence or similar facility. It does not include any residence that an **insured** has occupied, rented, or leased for sixty (60) days or longer, or that an **insured** intended to occupy for sixty (60) days or longer.
- T. **"Unoccupied"** means the dwelling is not being inhabited as a residence.
- U. **"Vacant"** means the dwelling lacks the necessary amenities, adequate furnishings or utilities and services to permit occupancy of the dwelling as a residence.

PROPERTY SECTION

DEDUCTIBLE

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

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

COVERAGE A – DWELLING

1. **We** insure:
 - a. The dwelling on the "residence premises" shown in the Declarations, used mainly as **your** private residence, including structures attached to the dwelling; attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss and
 - b. Materials and supplies located on or next to the "residence premises" used to construct, alter, or repair the dwelling or other structures on the "residence premises".
2. **We** do not insure land.

COVERAGE B – OTHER STRUCTURES

1. **We** insure other structures on the "residence premises" set apart from the dwelling by clear space. This includes:
 - a. structures connected to the dwelling by only a fence, utility line, or similar connection, and fences.
 - b. Inground swimming pools, whether or not attached to the dwelling, including related permanently installed equipment, such as pumps and filters.
2. **We** do not cover:

- a. Land, including land on which the other structures are located;
 - b. Other structures rented or held for rental to any person not a resident of the dwelling, unless used solely as a private garage;
 - c. Other structures from which any **business** is conducted; or
 - d. Other structures used to store **business** property. However, **we** do cover a structure that contains **business** property solely owned by an **insured**, provided that **business** property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for **Coverage B** is shown on the Declaration and does not reduce the **Coverage A** limit of liability.

COVERAGE A AND B – SPECIAL LIMITS OF LIABILITY

1. **Cosmetic and Aesthetic Damage to Floors.**
The total limit of liability for Coverages **A** and **B** combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors, resulting from a covered cause of loss.
 - a. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor.
 - b. This limit includes the cost of tearing out and replacing only that part of the **building** necessary to repair the damaged flooring.
 - c. This limit does not increase the Coverage **A** or Coverage **B** limits of liability shown on the declaration page.
 - d. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for Coverage C – Personal Property.
2. **Homes 30 years of age or older** as of the current policy effective date, **or homes with a water heater in the attic (does not apply to tankless water heaters)** will be subject to a \$10,000 Water Damage Limitation

COVERAGE C – PERSONAL PROPERTY

1. **Covered Property**
We insure personal property owned or used by an **insured** while it is anywhere in the world. After a loss and at **your** request, **we** will cover personal property:
 - a. Owned by others while the property is in the dwelling on the **residence premises**, or a separate structure, or on any part of the **residence premises**, if the dwelling or a separate structure is occupied by an **insured**. However, property of tenants, roommates, roomers, live-ins, boarders, or home-sharing occupants not related to an **insured** is not covered; or
 - b. Owned by a guest or a **residence employee**, while the property is in any residence occupied by an **insured**.
2. **Limit For Property At Other Locations**
Our limit of liability for personal property usually located at an **insured** residence, other than the **residence premises**, is ten percent (10%) of the limit of liability for **Coverage C**.
However, this limitation does not apply to personal property:
 - a. Moved from the **residence premises** because the "residence premises" is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
 - b. In a newly acquired principal residence for thirty (30) days from the time **you** begin to move the property there.
3. **Special Limits of Liability**
Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two (2) or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under Property Coverage C. The total amount of coverage for each group in any one (1) loss is covered only up to the Special Limits of Liability indicated below or shown in the Declarations. The maximum amount for any one item of unscheduled personal property is 10% of Coverage C, not to exceed \$10,000.
 - a. **\$200** on Money; cashier's checks; currency, or any type of currency proxy, like bitcoin or crypto-currency; gift certificates or cards, stored value cards, script, smart cards, or any card used as money (other than bank issued credit or debit cards); bank notes; medals; coins; bullion; and platinum, gold, silver, and other precious metals (other than gold ware, silverware, platinum ware or pewter ware). This includes collections of all such property in any form.
 - b. **\$1,000** Securities; deeds; evidence of debt letters of credit; notes other than bank notes; legal documents and other valuable papers; manuscripts; passports; tickets; and stamps and stamp collections. This limit includes the costs to research, replace, or restore the information from the lost or damaged material.
 - c. **\$1,500** or the amount shown on the Declarations, for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
 - d. **\$1,000** for loss by theft of firearms and related equipment.

- e. **\$2,500** or the amount shown on the Declarations, for loss by theft of silverware, silverplated ware, goldware, gold-plated ware, platinum ware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- f. **\$500** Collectible card or comic book. This includes sports cards, game cards, and trading cards of any kind.
- g. **\$1,000** Collectibles, including figurines, glassware, marble, porcelains, statuary, and similar articles, Fine arts and art glass windows.
- h. **\$2,500** Property used or intended for use in a **business** while the property is on the "residence premises".
- i. **\$250** Property used or intended for use in a **business** while the property is away from the "residence premises". This limit does not apply to loss to electronic apparatus and accessories while in or upon a **motor vehicle**.
- j. **\$1,000** Trailers, including recreational trailers, not used with **watercraft**, and camper trailers that are not being carried on, towed by, or hitched for towing by a **motor vehicle**.
- k. **\$1,500 Motor vehicle** parts, equipment, machinery, furnishings, or accessories not attached to or located in or upon any **motor vehicle**.
- l. **\$1,000** Electronic apparatus and accessories, while in or upon a **motor vehicle** or **watercraft**, but only if the apparatus is equipped to be operated by power from the **motor vehicle's** or **watercraft's** electrical system while still capable of being operated by other power sources.
- m. **\$1,000** on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not upon a "motor vehicle" or other motorized land conveyance. The apparatus must be equipped to be operated by power from the "motor vehicle's" or conveyance's electrical system while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs, or other media that can be used with any apparatus described in item.
- n. **\$500** for tapes, records, discs, antennas, wires, electronic music, and movies or other media that can be used with any electronic apparatus and accessories while in or upon a **motor vehicle** or **watercraft**.
- o. **\$1,000** for watercraft. This includes their trailers, furnishings, equipment, and outboard motors that are not being carried on, towed by, or hitched for towing by a **motor vehicle**.
This limit does not apply to non-motorized personal craft under twenty (20) feet in length, such as kayaks, surf boards, canoes, paddle boards, row boats, wind surfers, or kite boards.
- p. **\$250** for legally obtained or prescribed marijuana.
- q. **\$2,000** for any one (1) article and ten thousand dollars (\$10,000) in aggregate for imported or specialty rugs. Imported or specialty rugs are silk or wool rug, carpet, tapestry, wall-hanging, or other similar article, whose principal value is derived from its color, design, quality of wool or silk, quality of weaving, condition, and age. Imported or specialty rugs include, but are not limited to, Persian (Iranian), Turkish, Caucasian and Turkoman, Chinese, Indian, and domestic rugs.
- r. **\$2,000** for loss to any individual item or set of electronic equipment caused directly or indirectly by theft or "vandalism". Electronic equipment includes, but is not limited to:
 - (1) Televisions, audio, video and other electronic media playing and / or recording devices;
 - (2) Audio and video media storage devices such as DVDs, records, CDs, and tapes;
 - (3) Cameras, projectors and related equipment; and
 - (4) Gaming systems, including games and accessories
- s. **\$2,500** for personal computers and related peripherals, such as disk drives, printers and commercial software. We will not pay for other software or lost data.
- t. **\$4,000** for loss to tools. Tools means any tool purchased at a retail store and excludes customized tools or tools used in **business**.
- u. **\$1,000** for bicycles and related equipment.

4. Property Not Covered

We do not insure:

- a. Personal property separately described and specifically insured in this or any other policy.
- b. Any animals or creatures. This includes, but is not limited to, mammals, birds, fish, vermin, rodents, bats, raccoons, reptiles, insects, and arachnids.
- c. **Motor vehicles**, including, but not limited to, Golf Carts, whether registered for use on public roads or not, or any land vehicle powered or assisted by a motor or engine. **We** do not cover any **motor vehicle** parts, equipment, or accessories attached to or located in or upon any **motor vehicle**. **We** do cover **motor vehicles** designed for assisting the disabled, or used solely for the service of **your** residence, and not licensed for use on public roads.
- d. **Aircraft** and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
- e. **Hovercraft**, including accessories, equipment, and parts, whether or not attached to the hovercraft. Hovercraft means a self-propelled motorized ground effect vehicle and includes flare craft, airboats and air cushion vehicles.

- f. **Watercraft** not covered, includes but is not limited to jet skis, wave runners and similar watercraft that use a water jet pump powered by internal combustion as its primary source of propulsion, regardless of the horsepower and regardless of whether they are owned or not owned by **you**.
- g. Property of tenants, roommates, roomers, live-ins, boarders, or home-sharing occupants not related to an **insured**.
- h. Property located in or on that part of the **residence premises** that is regularly rented or held for rental to others.
- i. Property of an **insured** that is rented or is available for rent to others when it is away from the **residence premises**.
- j. Business or personal records or data, including such data stored in:
 - (1) Books of account, drawings, or other paper records;
 - (2) Computers and related or similar equipment.
- k. Digital, electronic, or virtual form. **We** do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market.
- l. Credit cards, electronic fund transfer cards, or access devices used solely for deposit, withdrawal, or transfer of funds except as provided in Additional Coverages – 6.
- m. Water or steam.
- n. Business merchandise in storage or held as a sample or for sale or delivery after sale.
- o. Citizens band radios, car phones, radio transceivers, radio transmitters, radar detectors, antennas and other similar equipment.
- p. Your television antenna, satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television sets are not an excluded item under this exclusion.

COVERAGE D – LOSS OF USE

The limit of liability for **Coverage D** is the total limit for the coverages in **1. Additional Living Expense, 2. Civil Authority Prohibits Use**, and **3. Loss or Expense Not covered** below:

1. Additional Living Expense.

If covered accidental, direct, distinct, and demonstrable physical loss or damage to the dwelling makes that part of the dwelling where **you** reside uninhabitable by **you**, **we** will reimburse **you** for the actual, reasonable, and necessary increase in living expense incurred by **you**. This coverage is for **you** and any other **insureds** in **your** household to maintain the normal standard of living **you** had at the time of the loss event. Additional Living Expense will not be paid in addition to any amounts paid or payable under Property - Additional Coverages, for covered losses due to **Fungi**, Other Microbes or Rot.

We will pay:

- a. 80% of the additional living expense **you** incur due to a covered windstorm or hail loss;
- b. 100% of the additional living expenses **you** incur due to a covered loss other than windstorm or hail, but no more than the limit of liability shown for Coverage D on the Declarations Page.

Reimbursement for additional living expense will be for the lesser of the shortest time reasonably needed to:

- a. Repair or replace the loss or damage to the dwelling; or
- b. Permanently relocate; or
- c. Twelve (12) months

2. Civil Authority Prohibits Use

We provide Additional Living Expense as described above for no more than two (2) weeks if a civil authority prohibits **you** from use of the dwelling because of accidental, direct, distinct, and demonstrable, physical damage to a neighboring premises, which damage would have been covered by this policy if the damage had occurred to the dwelling. This coverage does not apply to threatened damage, or only because of area wide utility outage. For this coverage to apply the dwelling must otherwise be habitable or fit to live in. This coverage does not cover home-sharing.

The time periods in **1. Additional Living Expense, 2. Civil Authority Prohibits Use** above are not limited by cancellation, expiration, renewal, or non-renewal of this policy. No deductible applies to **1. Additional Living Expense, 2. Civil Authority Prohibits Use** above.

3. Loss or Expense Not Covered.

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

4. Fair Rental Value

We do not cover any loss or expense associated with rental activities on your residence premises.

PROPERTY - ADDITIONAL COVERAGES

1. Debris Removal

a. **We** will pay **your** reasonable expense for the removal of:

- (1) Debris of covered property if a **peril insured against** that applies to the damaged property causes the loss; or
- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a **building** or property contained in a **building**.

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

b. **We** will pay **your** reasonable expense, up to \$500, for the removal from the **residence premises** of:

- (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against under Coverage C; provided the trees:
 - (a) Damage a covered structure; or
 - (b) Does not damage a covered structure, but:
 - i. Block(s) a driveway on the **residence premises** which prevent(s) a **motor vehicle**, that is registered for use on public roads or property, from entering or leaving the **residence premises** or
 - ii. Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling **building**.

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

Debris removal does not include, and **we** will not reimburse, any expenses incurred by **you**, or anyone acting on **your** behalf, to:

- (1) Remediate any contamination; or
- (2) Remove, restore, or replace any contaminated land, water, air, "buildings", structures, or personal property, either on or off the **residence premises**.

This coverage is additional insurance.

2. Reasonable Repairs

a. **We** will pay the reasonable cost incurred by **you** for the necessary measures taken solely to protect covered property that is damaged by a **peril insured against** from further damage.

b. If the measures taken involve repair to other damaged property, **we** will only pay if that property is covered under this policy and the damage is caused by a **peril insured against**. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve **you** of **your** duties, in case of a loss to covered property, described in **C.4.** under Property-Conditions.

3. Trees, Shrubs and Other Plants

We cover trees, shrubs, plants, or lawns, on the **residence premises**, for loss caused by the following **perils insured against**:

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

The limit for this Additional Coverage will not exceed five percent (5%) of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one (1) tree, shrub or plant.

Property grown for **business** purposes, marijuana, or property that is illegal to possess per federal or state law is not covered.

This coverage is additional insurance.

4. Fire Department Service Charge

We will pay up to \$500 if the fire department is called to save or protect covered property from a **peril insured against** and **you** are charged. **We** do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

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

5. Property Removed

We pay for damage from any cause to covered property while being removed from a **residence premises** actually and imminently endangered by a "**peril insured against**" and for no more than thirty (30) days while removed. This coverage does not change the limit of liability that applies to the property being removed.

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

a. **We** will pay up to \$500 for **Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money** for:

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

All loss resulting from a series of acts committed by any one (1) person or in which any one (1) person is concerned or implicated is considered to be one (1) loss.

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

b. **We** do not cover:

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

c. If the coverage in a. above applies, the following defense provisions also apply:

- (1) **We** may investigate and settle any claim or suit that **we** decide is appropriate. Our duty to defend a claim or suit ends when our limit of liability for the loss has been exhausted by payment of a judgment or settlement.
 - (a) If a suit is brought against an **insured** for liability under a.(1) or (2) above, **we** will provide a defense at our expense by counsel of our choice.
 - (b) **We** have the option to defend at our expense an **insured** or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

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

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

b. The limit shown on **your** policy declaration for this coverage, is the most **we** will pay with respect to any one (1) loss, regardless of the number of assessments.

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

This coverage is additional insurance.

8. Collapse

a. With respect to this **Additional Coverage**:

- (1) Collapse means an abrupt falling down or caving in of a **building** or any part of a **building** with the result that the **building** or part of the **building** cannot be occupied for its current intended purpose.
- (2) A **building** or any part of a **building** that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a **building** that is standing is not considered to be in a state of collapse even if it has separated from another part of the **building**.
- (4) A **building** or any part of a **building** that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

b. **We** insure for direct physical loss to covered property involving collapse of a **building** or any part of a **building** if the collapse was caused by one (1) or more of the following:

- (1) The Perils Insured Against named under **Coverage C**;

- (2) Decay that is hidden from view, unless the presence of such decay is known to an **insured** prior to collapse or there are visible signs of water damage and the **insured** has not taken prompt action to prevent further damage;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an **insured** prior to collapse;
- (4) Weight of contents, equipment, people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **b. (2) through (6)** above, unless the loss is a direct result of the collapse of a **building** or any part of a **building**.

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

9. Glass Or Safety Glazing Material

- a. **We** cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered **building**, storm door or storm window;
 - (2) The breakage of glass or safety glazing material which is part of a covered **building**, storm door or storm window when caused directly by earth movement; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a **building**, storm door or storm window.
- b. This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a. (3)** above; or
 - (2) On the "residence premises" if the dwelling has been **vacant** for more than thirty (30) consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a. (2)** above. A dwelling being constructed is not considered **vacant**.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Ordinance Or Law

- a. You may use up to the percentage, if any, shown in the Declarations for **Ordinance or Law**, or the limit of liability that applies to **Coverage A** for the increased costs **you** incur due to the enforcement of any ordinance or law which requires or regulates:

The construction, demolition, remodeling, renovation or repair of that part of a covered **building** or other structure damaged by a **peril insured against**; The demolition and reconstruction of the undamaged part of a covered **building** or other structure, when that **building** or other structure must be totally demolished because of damage by a **peril insured against** to another part of that covered **building** or other structure; or

The remodeling, removal or replacement of the portion of the undamaged part of a covered **building** or other structure necessary to complete the remodeling, repair or replacement of that part of the covered **building** or other structure damaged by a "peril insured against."
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs **you** incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.
- c. **We** do not cover:
 - (1) The loss in value to any covered **building** or other structure due to the requirements of any ordinance or law; or
 - (2) The costs to comply with any ordinance or law which requires 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.

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

This additional coverage does not apply to loss caused in any way by the peril of earthquake, even if the peril of earthquake is a covered peril in other parts of **your** policy.

This coverage is additional insurance.

11. Grave Markers

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

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

12. Refrigerated Products Coverage

We insure, up to \$500, covered property stored in freezers or refrigerators on the **residence premises** for direct loss caused by:

- a. Loss of power to the refrigeration unit. Loss of power means the complete or partial interruption of electric power due to conditions beyond an **insured's** control. Loss of power must be caused by damage to:
 - (1) Generating equipment; or
 - (2) Transmitting equipment; or
- b. Mechanical failure of the unit which stores the property.

Coverage will apply only if **you** have maintained the refrigeration unit in proper working condition immediately prior to the loss.

This coverage does not increase the limit of liability for **Coverage C**.

We will pay only that part of the total of all loss payable that exceeds \$100. No other deductible applies to this coverage.

The **Power Failure** exclusion does not apply to this coverage.

13. Limited Fungi, Other Microbes or Rot

- a. If a loss caused by a **peril insured against** results in **fungi**, other microbes or rot, **we** will pay for:
 - (1) Remediation of the **fungi**, other microbes or rot. This includes payment for the reasonable and necessary cost to:
 - (a) Remove the **fungi**, other microbes or rot from the covered property or to repair, restore or replace that property; and
 - (b) Tear out and replace only that part of the **building** or other covered property as needed to gain access to the **fungi**, other microbes or rot; The cost that **we** will pay for the tear out and replacement of the part or portion of the building or other structure on the **residence premises** is limited to only that part or portion of the covered building or other structure which is necessary to gain access to the **fungi**, other microbes or rot
 - (2) Any reasonable and necessary increase in living expense **you** incur so that **your** household can maintain its normal standard of living; or
 - (3) Any reasonable and necessary testing or monitoring of air or property to confirm the absence, presence or level of the **fungi**, other microbes or rot, whether performed prior to, during or after removal, repair, restoration or replacement.
- b. **We** will pay under the additional coverage only if:
 - (1) The covered loss occurs during the policy period;
 - (2) All reasonable means were used to save and preserve the property at the time of and after the covered loss; and
 - (3) **We** receive prompt notice of the covered cause of loss that is alleged to have resulted in **fungi**, other microbes or rot.
- c. The most **we** will pay under this additional coverage is the limit of liability shown in the Declarations for **Limited Fungi, Other Microbes or Rot**. This is the most **we** will pay for the total of all loss or costs regardless of the:
 - (1) Number of locations or items of property insured under the policy; or
 - (2) Number of losses or claims made during the policy period.

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

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

PROPERTY – PERILS INSURED AGAINST

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

1. **We** insure against sudden and direct physical loss to property described in **Coverages A and B**.
2. **We** do not insure, however, for loss:
 - a. Excluded under **Property – Exclusions**;
 - b. Involving collapse, except as provided in **Additional Coverage - 8. Collapse** under **Property Coverages**; or
 - c. Caused by:
 - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused

by freezing. This provision does not apply if **you** have used reasonable care to:

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

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

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

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a **building**, or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a **building** or other structure; or
 - (d) Pier, wharf or dock;
 - (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
 - (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been **vacant** for more than thirty (30) consecutive days immediately before the loss. A dwelling being constructed is not considered **vacant**;
 - (5) Constant or repeated seepage or leakage of water, or the presence of 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 purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or
 - (6) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
 - (c) Smog, rust or corrosion;
 - (d) Smoke from agricultural smudging or industrial operations;
 - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under **Coverage C**.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
 - (g) Birds, vermin, rodents, bats, raccoons, opossums or insects;
 - (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals;
 - (i) Animals owned or kept by an **insured**;
 - (j) Pressure from, invasion by or presence of tree, shrub or plant roots.
 - (k) Loss to any part of the interior of the **building** caused by rain, snow, sleet, sand or dust unless the direct force of a Peril Insured Against damages the **building** causing a determinable opening in the exterior of the **building** and the rain, snow, sleet sand or dust enters through this opening.

Exception To c. (6)

If any of these cause a sudden and accidental discharge or overflow or escape of water from a plumbing system; heating system; air conditioning system; automatic fire protective sprinkler system; or household appliance on the **residence premises**: and that water causes direct and physical damage to covered property under Coverage A or B, then **we** cover: a. The loss caused by the water damage; and b. The cost that **we** will pay for the tear out and repair of the part or portion of the building or other structure on the **residence premises** is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance from which the water or steam escaped, is repairable or not.

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

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

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

B. Coverage C – Personal Property

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

1. Fire Or Lightning

2. Windstorm Or Hail

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

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

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft - This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

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

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

8. Vandalism Or Malicious Mischief

9. Theft

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

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

(1) Committed by an **insured**;

(2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

(3) From that part of a **residence premises** rented by an **insured** to someone other than another **insured**;

or

(4) That occurs off the **residence premises** of:

(a) Trailers, semitrailers and campers;

(b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or

(c) Property while at any other residence owned by, rented to, or occupied by an **insured**, except while an **insured** is temporarily living there.

10. Falling Objects

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

11. Weight Of Ice, Snow Or Sleet

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

12. Sudden and Accidental Discharge Or Overflow Of Water Or Steam

a. This peril means a sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

b. This peril does not include loss:

(1) To the system or appliance from which the water or steam escaped;

(2) Caused by or resulting from freezing except as provided in **Perils Insured Against 14. Freezing**;

(3) On the **residence premises** caused by accidental discharge or overflow which occurs off the **residence premises**;

Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to the limit in the **Additional Coverages - 13. Limited Fungi, Other Microbes or Rot**; Caused by constant or repeated seepage or leakage of water or the presence of 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.

c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related

equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- d. Property – Exclusion A.3. Water Damage**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. **We** do not cover loss caused by or resulting from freezing under this peril.

14. Freezing

- a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if **you** have used reasonable care to:

(1) Maintain heat in the **building**; or

(2) Shut off the water supply and drain all systems and appliances of water. However, if the **building** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the **building** for coverage to apply.

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

15. Sudden And Accidental Damage from Artificially Generated Electrical Current

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

16. Volcanic Eruption

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

PROPERTY – EXCLUSIONS

- A. We** do not insure, under any coverage, for any loss which would not have occurred in the absence of one (1) or more of the following excluded events. **We** do not insure for such loss regardless of:

- a.** the cause of the excluded event;
- b.** other causes of the loss; or
- c.** whether other causes acted concurrently or in any sequence with the excluded event to produce the loss.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This **Exclusion A.1.a.** does not apply to the amount of coverage that may be provided for in **10. Ordinance Or Law** under **Property – Additional Coverages**;
- b.** The requirements of which result in a loss in value to property; or
- c.** Requiring any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

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

2. Earth Movement

Earth Movement means:

- a.** Earthquake including land shock waves or tremors before, during or after a volcanic eruption;
- b.** Volcano activity including:
 - (1) Volcanic Eruption;
 - (2) Volcanic Explosion;
 - (3) Effusion of Volcanic Material; or
 - (4) Lava Flow;
- c.** Mudslide, including mudflow, debris flow, landslide, avalanche, or sediment;
- d.** Sinkhole; or Subsidence;
- e.** Excavation collapse;
- f.** Erosion; or
- g.** Any expansion, shifting, rising, sinking, contracting, or settling of the earth, soil or land.
- h.** Clay shrinkage or other expansion or contraction of soils or organic materials;
- i.** Decay of buried or organic materials, construction debris, or fill;
- j.** Settling, cracking or expansion of foundation; or
- k.** Soil movement resulting from blasting; whether caused by or resulting from human or animal forces or any

act of nature unless direct loss by fire or explosion ensues and then **we** will pay only for the ensuing loss.

This exclusion applies regardless of whether any of the above is caused by an act of nature, an act of man or is otherwise caused and whether or not the earth, soil or land is combined or mixed with water or any other liquid or natural or manmade material.

However, loss caused directly by fire, explosion, breakage of dwelling glass or safety glazing material, including storm doors or windows, or theft, following any "earth movement" is covered.

3. **Water Damage, meaning:**

Damage from flood, including but not limited to flash flood, surface water, ground water, storm surge, waves, wave wash, tidal water including tidal wave and tsunami, tsunami seiche, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind;

a. Water Damage from any water or water-borne material that enters through or backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or

b. Water Damage from any water or water-borne material located below the surface of the ground, including water or water-borne material

(1) Which exerts pressure on, or seeps, leaks or flows into:

(a) Any part of the dwelling or other structures;

(b) The foundation of the dwelling or other structures;

(c) Any paved surface located on the "residence premises"; or

(d) Any spa, hot tub, or swimming pool

(2) Which causes "earth movement"

c. Water Damage from any escape, overflow, release, migration or discharge of water in any manner from a dam, levee, dike, hurricane barrier or any water or flood control device.

d. Water Damage caused by or resulting from Pre-2006 PEX; Polybutylene; Galvanized; or Cast Iron plumbing types

e. Water Damage caused by Wind Driven Rain unless the direct force of a Peril Insured Against damages the building causing a determinable opening in the exterior of the building and the rain, snow, sleet sand or dust enters through this opening.

This exclusion applies regardless of whether any of the above is caused by an act of nature, an act of man or is otherwise caused.

However, Direct loss by fire, explosion or theft resulting from any of the above is covered.

4. **Power Failure**

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

This exclusion does not apply to the **Refrigerated Products Coverage** that may be afforded under Additional Coverage - 12.

5. **Neglect**

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

6. **War**

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

a. Undeclared war, civil war, insurrection, rebellion or revolution;

b. Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

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

7. **Nuclear Hazard**

This **Exclusion A.7.** pertains to **Nuclear Hazard** to the extent set forth in **O. Nuclear Hazard Clause** under **Property – Conditions**.

8. **Intentional Loss**

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

We do not provide coverage for any loss arising out of any act committed by or at the direction of an **insured** with the intent to cause a loss. However, if **you** commit an act with the intent to cause a loss, **we** will provide coverage to an innocent **insured** victim of domestic abuse, as defined in the "Domestic Abuse Insurance Protection Act", to the extent of that person's interest in the property when the damage is proximately related to and in furtherance of domestic abuse.

We may apply reasonable standards of proof to claims for such loss.

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

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

10. **Asbestos** - Any loss, cost or expense arising, in whole or in part, out of the presence of **asbestos**, including but not limited to abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, **asbestos** or "asbestos dust", is excluded from coverage under this policy.
11. **Fungi, Other Microbes or Rot**, meaning the presence, growth, proliferation, spread or any activity of Fungi, Other Microbes or Rot and any loss or cost resulting from, arising out of, caused by, consisting of, or related to, **fungi, other microbes or rot**. This exclusion does not apply to:
- a. **Fungi**, other microbes or rot coverage that may be afforded under "**Additional Coverage -13**" when the loss is caused by a Peril Insured Against other than fire or lightning.
Limited Fungi, Other Microbes or Rot; or
 - b. **Fungi**, other microbes or rot that results from fire or lightning.
12. **Criminal or Illegal Activity**, meaning any and all criminal or illegal acts performed by any insured that result in damage to your structure or personal property.

With regard to loss by fire, the wrongful or malicious actions of an **insured** that are determined to be the cause of the loss to the insured property shall not be imputed to any other **insured** such that the innocent **insured** would be deprived of coverage provided by the policy. In case of fire that is set intentionally, the policy proceeds may only be reduced by the proper interest attributable to the **insured** that set the fire or otherwise participated in the cause of loss. In the case of multiple "insureds", an innocent **insured** shall receive his proportionate share of the policy proceeds provided the innocent **insured** making the claim did not cooperate in or contribute to the creation of the loss and cooperates in any investigation relating to the loss.

13. **Accidental Discharge or Overflow of Water or Steam or Condensation** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within an appliance for heating water or from within a household appliance. This exclusion applies only while the dwelling is "vacant" or "unoccupied" for 30 consecutive days or more or being constructed unless you have used reasonable care to shut off the water supply and drain the system and appliances of water. Systems and appliances of water do not include outdoor swimming pools or spas or outdoor irrigation wells.
14. **Existing Damage**
- a. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of the policy or discovered at a later date; or
 - b. Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

This exclusion does not apply in the event of a total loss caused by a Peril Insured Against.

15. **Windstorm or Hail loss to:**
- a. outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or
 - b. awnings and any aluminum framed structures or
 - c. structures not attached to the main residence unless used solely as a private garage and/or secondary residence; or
 - d. any Personal Property not stored in an enclosed **building**
 - e. any **building** or structure under this policy when the damage occurred solely to paint or waterproofing material applied to the exterior of the **building** or structure.
16. **Renewable Energy Systems**, including but not limited to "green" technologies such as solar energy, wind power, geothermal energy, biomass, and hydroelectric power. Solar panels, solar water heating systems, pipes supplying and returning water to solar panels, and equipment of devices controlling solar water heating systems.
17. **Rental Activity** on the residence premises and any ensuing loss involving rental activity.
18. **Fair Rental Value**: All rental activities and any ensuing loss involving rental activities.
19. **Landlord Furnishings**: All rental activities and any ensuing loss involving rental activities.

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

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

- 1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
- 2. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.

3. Faulty, inadequate, or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation, or remodeling; or
 - d. Maintenance of part or all of any property whether on or off the "residence premises".

PROPERTY – CONDITIONS

A. Your Duties to Maintain Policy Limits

It is **your** sole responsibility to propose and then maintain adequate amounts of insurance on **your** dwelling and personal property. **We** will provide and adjust annually, either up or down, an estimate of the **replacement cost** based upon general factors for **your** area supplied by appraisal agencies. **We** do not guarantee that the limits quoted, offered, selected or adjusted annually will be sufficient to rebuild **your** dwelling or replace **your** personal property. Alterations to **your** property may result in significant changes in **replacement cost**. Rebuilding costs may rise substantially in the event of regional mass disasters. In the event that **you** do not agree with the limits or annual adjustments **we** suggest, **you** may obtain an appraisal or contractor estimate which **we** will consider but are not obligated to accept. Higher coverage amounts to which **we** agree will result in higher premiums.

You will be notified with each renewal of **your** policy of the new amount of coverage. Payment of **your** renewal is all that is necessary to indicate **your** acceptance of the new amount.

B. Insurable Interest And Limit Of Liability

Even if more than one (1) person has an insurable interest in the property covered, **we** will not be liable in any one (1) loss:

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

C. Duties After Loss

In case of a loss to covered property, the following duties must be performed either by **you**, an **insured** seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent, but not to exceed one hundred and eighty (180) days from the date of loss;
2. Notify the police in case of loss by theft;
 - a. File a police report describing all items stolen;
 - b. Submit the filed report to us; and
 - c. Cooperate with the police in their investigation
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under **Property – Additional Coverages**;
4. Protect the property from further damage. If repairs to the property are required, **you** must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, age, **actual cash value** and amount of loss. Attach all bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory;
7. As often as **we** reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents **we** request or execute an authorization which allows us to obtain them on **your** behalf and permit us to make copies;
 - c. Submit to examination under oath and recorded statements. **We** may examine an **insured** separately and apart from the presence of any other **insured** and have you independently sign your recorded statement
 - d. If **you** are a Trust, representations made by the Trustee or any persons who appear in the examinations under oath and/or recorded statements will be deemed to be **your** representations.
8. Send to us, within sixty (60) days after our request, **your** signed, sworn proof of loss which sets forth, to the best of **your** knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged **buildings** and detailed repair estimates;
 - f. The inventory of damaged personal property described in **6.** above;
 - g. Receipts for additional living expenses incurred and
 - h. Evidence or affidavit that supports a claim under **6. Credit Card, Electronic Fund Transfer Card Or Access**

Device, Forgery And Counterfeit Money under **Property – Additional Coverages**, stating the amount and cause of loss.

For the state of **North Carolina**, the following paragraph is added:

However, if a state of disaster is proclaimed or declared for the state of North Carolina or for an area within the state in accordance with North Carolina law and the covered property that has sustained loss is located within the geographic area designated in the disaster proclamation or declaration, this 60-day period shall not commence until the expiration of the disaster proclamation or declaration, including all renewals of the proclamation or 45 days, whichever is later.

Subparagraphs **C.2.** and **C.7.** of **Duties After Loss, F. Appraisal, H. Suit Against Us** and **K. Loss Payment** under **Property – Conditions** also apply to the mortgagee.

D. Loss Settlement

In this Condition **D.**, 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 **10. Ordinance Or Law under Property – Additional Coverages**.

We will not pay for diminution in value of any property. Diminution in value means the actual or perceived loss in market or resale value which results from a direct physical loss.

Covered property losses are settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to "buildings";
 - c. Structures that are not "buildings"; and
 - d. Grave markers, including mausoleums;
at **actual cash value** at the time of loss but not more than the amount required to repair or replace.
2. **Buildings** covered under **Coverage A or B** at **replacement cost** without deduction for depreciation, subject to the following:
 - a. **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:
 - (1) The limit of liability under this policy that applies to the **building**;
 - (2) The **replacement cost** of that part of the **building** damaged, with material of like kind and quality and for like use; or
 - (3) The necessary amount actually spent to repair or replace the damaged **building**.
If the **building** is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the **building** had been built at the original premises.
 - b. **We** will pay no more than the **actual cash value** of the damage until actual repair or replacement is complete. However, if the cost to repair or replace the damage is less than \$2,500, **we** will settle the loss according to the provisions in 2.a. above whether or not actual repair or replacement is complete.
 - (1) Less than five percent (5%) of the amount of insurance in this policy on the **building**; and
 - (2) Less than \$2,500;**we** will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.
 - c. You may disregard the **replacement cost** loss settlement provisions and make claim under this policy for loss to "buildings" on an **actual cash value** basis. You may then make claim for any additional liability according to the provisions of this condition **D. Loss Settlement**, within one hundred and eighty (180) days after the date of report, having provided satisfactory proof of initiating repair of the damaged **building**.
 - d. Outdated roof surfaces as defined in the "**ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF**" endorsement will be paid at **actual cash value** (ACV) per the Roof Surface Payment Schedule provided therein.

E. Loss To A Pair Or Set

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

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

F. Appraisal

If **you** and **we** fail to agree on the amount, cause or extent of the loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within twenty (20) days after receiving a written request from the other. The two (2) appraisers will choose an umpire. If they cannot agree upon an umpire within fifteen (15) days, **you** or **we** may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a

written report of an agreement to us, the amount, cause or extent agreed upon will be the amount, cause or extent of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two (2) will set the amount, cause or extent of the loss.

Each party will:

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

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

G. Other Insurance And Service Agreement

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

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

H. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Property section of this policy and the action is started within one (1) year after the date of loss. Such action must be filed in the county of Marion, state of Indiana.

I. Attorney Fees

You will pay our attorney fees if **you** are not awarded, after trial, an amount which is 25% greater than **we** offered **you** in writing to settle such claim.

J. Our Option

If **we** give **you** written notice within thirty (30) days after **we** receive **your** signed, sworn proof of loss, **we** may repair or replace any part of the damaged property with material or property of like kind and quality. At our option, **we** may take all or any part of the property at the agreed or appraised value.

K. Loss Payment

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

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

L. Abandonment Of Property

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

M. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under **Coverage A** or **B** will be paid to the mortgagee and **you**, as interests appear. If more than one (1) mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If **we** deny **your** claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if **you** have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of **your** failure to do so.

Paragraphs **F. Appraisal**, **H. Suit Against Us** and **K. Loss Payment** under **Property – Conditions** also apply to the mortgagee.

3. If **we** decide to cancel or not to renew this policy, the mortgagee will be notified at least ten (10) days before the date cancellation or nonrenewal takes effect.
4. If **we** pay the mortgagee for any loss and deny payment to **you**:
 - a. **We** are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, **we** may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, **we** will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
6. **We** provide coverage to no mortgagee or its representative under this policy if, whether before or after a loss, a mortgagee or its rep- presentative 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.

N. No Benefit To Bailee

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

O. Nuclear Hazard Clause

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

P. Recovered Property

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

Q. Volcanic Eruption Period

One (1) or more volcanic eruptions that occur within a seventy-two (72)-hour period will be considered as one (1) volcanic eruption.

R. Policy Period

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

S. Concealment Or Fraud

1. With respect to loss caused by fire, **we** do not provide coverage to the **insured** who, whether before or after a loss, 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.
2. With respect to loss caused by a peril other than fire and with respect to all **insureds** covered under this policy, **we** provide no coverage for loss if, whether before or after a loss, one or more **insureds** have:
 - a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements; relating to this insurance.
3. However, if the conduct specified above is in relation to the procurement of the contract and occurs subsequent to the issuance of the contract, but if known to us would have caused us not to issue the policy, coverage will only be denied if the conduct was committed with the intent to deceive.

T. Loss Payable Clause

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

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

U. Premises Alarm or Fire Protection System

(Applies only if Protective Devices Credit is shown in the Declarations.)

We acknowledge the installation of an alarm system and/or an automatic sprinkler system approved by us on the **residence premises**. You agree to maintain this systems or systems in working order and let us know promptly of any change, including removal, made to the system(s).

V. "Vacant" Property

If the **insured location** will be **vacant** for more than thirty (30) consecutive days, **you** must notify us in writing and in advance of such vacancy.

W. Assignment of Claim Benefits.

No assignment of claim benefits regardless of whether made before loss or after loss is allowed except as provided by state law. If the state does not allow prohibiting assignment of benefits, no assignment of benefits shall be valid without the written consent of all insureds, all additional insured(s), and all mortgagee(s) named in this policy.

X. Adjustment to Property Coverage Limits

The limit of liability shown on the Declarations for **Coverage A** may be adjusted by us at renewal for inflation. If the limit of liability for **Coverage A** is adjusted, there will be an adjustment in the limit of liability for **Coverage B**, **Coverage C** and **Coverage D**.

The Company does not in any way represent, warrant, or guarantee to any person or entity, that these annual adjustments will keep pace with inflation or that the amounts of coverage developed by this provision will be adequate to repair or re- build any specific **building** or structure.

Y. Valuation Clause

With respect to the perils of fire and lightning, **we** agree that the Limit of Liability stated in Coverage **A** of the Declarations of this policy is the value of the **building** described. This valuation is established for insurance purposes

only.

Z. Venue

This policy and any performance there under shall be construed with and governed by the laws in the county of Marion, state of Indiana.

AA. Salvage

In the event **we** pay **you** and or **your** loss payee for a covered property loss under this policy, **we** will be entitled to any and all salvage rights associated with this loss. You agree that **you** will take all reasonable steps necessary to help us fulfill our salvage rights, including, but not limited to, signing over title to any property subject to salvage.

LIABILITY SECTION

COVERAGE E – PERSONAL LIABILITY AND COVERAGE F – MEDICAL PAYMENTS TO OTHERS

A. Coverage E – Personal Liability

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

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

Damages, as used above, does not include actions for equitable relief or injunctive relief unless such action arises out of physical injury to some person to which **Coverage E** applies, or out of **property damage** to which **Coverage E** applies.

B. Coverage F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within two (2) years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to **you** or regular residents of **your** household except "residence employees". As to others, this coverage applies only:

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

LIABILITY EXCLUSIONS

A. "Motor Vehicle Liability"

1. **Coverages E and F** do not apply to any **motor vehicle liability** if, at the time and place of an **occurrence**, the involved **motor vehicle**:
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the **occurrence**; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any **business** purpose including for a motorized golf cart while on a golfing facility.
2. If **Exclusion A.1.** does not apply, there is still no coverage for **motor vehicle liability**, unless the **motor vehicle** is:
 - a. In dead storage on an **insured location**;
 - b. Designed to assist the handicapped and, at the time of an **occurrence**, it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an **insured location**; or
 - c. Designed for recreational use off public roads and:
 - (1) Not owned by an **insured**; or
 - (2) Owned by an **insured**, provided the **occurrence** takes place on an **insured location** as defined in **Definition L. a., b., d., e., or h.**

B. "Watercraft Liability"

1. **Coverages E and F** do not apply to any **watercraft liability** if, at the time of an **occurrence**, the involved

watercraft is being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition.
This exclusion does not apply to a sailing vessel or a predicted log cruise;
- b. Rented to others;
- c. Used to carry persons or cargo for a charge; or
- d. Used for any **business** purpose; or
- e. Designed as an airboat, air cushion, wet bike, jet ski or other craft using a water jet pump powered by an internal combustion engine as a source of propulsion.

2. If **Exclusion B.1.** does not apply, there is still no coverage for **watercraft liability** unless, at the time of the **occurrence**, the watercraft:

- a. Is stored;
- b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than twenty-six (26) feet in overall length; or
 - (2) Twenty-six (26) feet or more in overall length and not owned by or rented to an **insured**; or
- c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) Fifty (50) horsepower or less and not owned by an **insured**; or
 - (b) More than Fifty (50) horsepower and not owned by or rented to an **insured**; or
 - (2) One (1) or more outboard engines or motors with:
 - (a) Twenty-five (25) total horsepower or less;
 - (b) More than twenty-five (25) horsepower if the outboard engine or motor is not owned by an **insured**;
 - (c) More than twenty-five (25) horsepower if the outboard engine or motor is owned by an **insured** who acquired it during the policy period; or
 - (d) More than twenty-five (25) horsepower if the outboard engine or motor is owned by an **insured** who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or
 - (ii) Your intent to insure them is reported to us in writing within forty-five (45) days after **you** acquire them. The coverages in (c) and (d) above apply for the policy period.

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

Excluded watercraft includes watercraft designated as an airboat, air cushion or any personal watercraft which includes, but is not limited to, jet skis, wave runners and similar watercraft that use a water jet pump powered by internal combustion as its primary source of propulsion, regardless of the horsepower and regardless of whether they are owned or not owned by an **insured**.

C. Aircraft Liability- This policy does not cover **aircraft liability**.

D. Hovercraft Liability - This policy does not cover **hovercraft liability**.

E. Coverage E – Personal Liability and Coverage F – Medical Payments To Others

Coverages E and F do not apply to the following:

1. Expected Or Intended Injury

Bodily injury or **property damage** which is intended by or which may reasonably be expected to result from the intentional acts or omissions or criminal acts or omissions of one or more **insured** persons. This exclusion applies even if:

- a. The **insured** persons lack the mental capacity to govern their own conduct;
- b. The **bodily injury** or **property damage** is of a different kind, quality or degree than intended or reasonably expected; or
- c. The **bodily injury** or **property damage** is sustained by a different person or entity than intended or reasonably expected.

This exclusion applies regardless of whether or not an **insured** person is actually charged with, or convicted of, a crime. However, this Exclusion E.1. does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force by an **insured** to protect persons or property.

2. Business

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

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

- b. The rental or holding for rental of an **insured location**;
 - (1) On an occasional basis if used only as a residence;
 - (2) 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 (2) roomers or boarders; and
(3) In part, as an office, school, studio or private garage.

Exclusion E.2.a. does not apply to:

- a. An insured minor involved in part-time, self-employed **business** pursuits normally undertaken by minors, unless the minor is employed by a **business**. A minor means a person who has not attained his or her 19th birthday (or age 23 if a full-time student);
3. **Professional Services**
Bodily injury or property damage arising out of the rendering of or failure to render professional services;
4. **Insured's Premises Not an Insured Location**
Bodily injury or property damage arising out of a premises:
 - a. Owned by an **insured**;
 - b. Rented to an **insured**; or
 - c. Rented to others by an **insured**; that is not an **insured location**;
5. **War**
Bodily injury or property damage caused directly or indirectly by war, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
6. **Communicable Disease**
Bodily injury or property damage which arises out of the transmission of a communicable disease by an **insured**;
7. **Sexual Molestation, Corporal Punishment or Physical or Mental Abuse**
Bodily injury or property damage arising out of sexual molestation, corporal punishment or physical or mental abuse; or
8. **Controlled Substance**
Bodily injury or property damage arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.
9. **"Fuel Systems"**
 - a. **We** do not cover **bodily injury or property damage** arising out of the threatened or actual discharge, dispersal, emission, escape, flowing, leaking, leaching, migration, release, seepage, or spill of fuel oil, heating oil, kerosene, liquid propane or gasoline regardless of how or where such may take place.
 - b. **We** do not cover any loss, liability, cost, or expense arising out of any of the following:
 - (1) Any order, directive, demand or request that an **insured** or others clean up, contain, detoxify, monitor, neutralize, remove, test for, treat, or in any way assess the effects of or respond to heating oil, fuel oil, kerosene, liquid propane or gasoline or contamination caused or contributed to in whole or in part by heating oil, fuel oil, kerosene, liquid propane or gasoline.
 - (2) Any suit or claim by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to fuel oil, heating oil, kerosene, liquid propane or gasoline or contamination caused or contributed to, in whole or in part, by fuel oil, heating oil, kerosene, liquid propane or gasoline.
10. **Lead, Lead Pigment, Lead Compounds or Other Forms of Lead**
Bodily Injury or property damage arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead pigment, lead compounds or lead in any form which is or was contained or incorporated into any material or substance. This exclusion applies but is not limited to:
 - a. Any instructions, supervision, recommendations, warnings or advice given in connection with the above;
 - b. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such **bodily injury or property damage** loss, cost, payment or expense; or
 - c. Any request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of lead, lead pigment, lead compounds or materials or substances containing lead in any form.
11. **Fungi, Other Microbes or Rot**

Bodily Injury or property damage arising out of, consisting of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by **fungi**, other microbes or rot.

This includes:

- a. The cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of **fungi**, other microbes or rot;
- b. Any supervision, instruction, disclosures or failures to disclose, recommendations, warnings, advice given, or that allegedly should have been given in connection with **bodily injury or property damage** consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by **fungi**, other microbes or rot or the activities in **11.a.** above;
- c. Any obligation to share with or repay another who must pay damages because of **bodily injury or property damage** of the type described in this exclusion. This applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury or property damage**;
- d. Liability imposed upon an **insured** by any governmental authority for **bodily injury or property damage** consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by **fungi**, other microbes or rot;
- e. **Bodily injury or property damage** arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any **fungi**, other microbes or rot.

12. Asbestos or "Asbestos Related Dust"

Coverages E and F do not apply to **bodily injury or property damage** arising out of, consisting of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, **asbestos** materials or "asbestos related dust".

13. Segways

Coverages E and F do not apply to **bodily injury or property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of Segways.

14. Child or Adult Care Services

Coverages E and F do not apply to **bodily injury or property damage** arising out of the legal liability of an **insured** to:

- a. any person who is in the care of an **insured** because of child or adult care services provided by or at the direction of;
 - (1) an **insured**;
 - (2) an "employee" of an **insured**; or
 - (3) another person actually or apparently acting on behalf of an **insured**.
- b. any person who makes a claim because of **bodily injury** to any person who is in the care of an **insured** because of child or adult care services provided by or at the direction of;
 - (1) an **insured**;
 - (2) an "employee" of an **insured**; or
 - (3) another person actually or apparently acting on behalf of an **insured**.

This exclusion does not apply to the occasional child or adult care services provided by an **insured** who is under nineteen (19) years of age.

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

F. Coverage E – Personal Liability

Coverage E does not apply to:

1. Liability:

- a. for any loss assessment charged against **you** as a member of an association, corporation or community of property owners, except as provided in **D. Loss Assessment under Liability – Additional Coverages**;
- b. under any contract or agreement entered into by an **insured**. However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance, or use of an **insured location**; or
 - (2) Where the liability of others is assumed by **you** prior to an **occurrence**; unless excluded in **a.** above or elsewhere in this policy;
- c. for punitive damages awarded against an **insured**;
- d. arising out of any illegal act or criminal act committed by or at the direction of an **insured**; or
- e. arising out of the sale or transfer of real property, whether an **insured location** or otherwise, including but not limited to known or unknown property or structural defects, known or hidden defects in the plumbing, heating, and electrical systems, known or unknown soil conditions, air or water quality problems, or drainage problems, or concealment or misrepresentation of any known defects.

- f. arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, at any time.

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
- (2) Claim or suit by or on behalf of governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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

2. **Property damage** to property owned by an **insured**. This includes costs or expenses incurred by an **insured** or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an **insured location**;
3. **Property damage** to property rented to, occupied or used by or in the care of an **insured**. This exclusion does not apply to **property damage** caused by fire, smoke or explosion;
4. **Bodily injury** to any person eligible to receive any benefits voluntarily provided or required to be provided by an **insured** under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. **Bodily injury** or **property damage** for which an **insured** under this policy:
 - a. Is also an **insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters;
 - c. Nuclear Insurance Association of Canada; or any of their successors; or
 - d. Would be an **insured** under such a policy but for the exhaustion of its limit of liability; or
6. **Bodily injury** to **you** or an **insured** as defined under **Definition 9.a.** or **b.**
This exclusion also applies to any claim made or suit brought against **you** or an **insured** to:
 - a. Repay; or
 - b. Share damages with;
another person who may be obligated to pay damages because of **bodily injury** to an **insured**.
7. **Bodily injury** to an "employee", **residence employee** or a temporary "employee" furnished to the **insured** to substitute for a permanent **residence employee** arising out of or in the course of the "employee's" employment by any Additional Insured named in the Declarations; or
8. **Bodily Injury** to an **insured** or **bodily injury** to an **insured** whenever the ultimate benefit of providing coverage for such **bodily injury** accrues directly or indirectly to an **insured**.
9. Animals
Bodily injury or **property damage** caused by any dog, exotic pet, farm or saddle animal owned or kept, including temporary supervision, by **you** or any **insured**, resident, tenant or guest whether or not the injury or damage occurs on **your** premises or any other location.
10. Trampoline
Bodily injury or **property damage** arising out of the ownership, maintenance, supervision or use of any trampoline owned by, rented to or loaned to any **insured**, whether on the residence premises or elsewhere.
11. Recreational Vehicles
Bodily injury or **property damage** arising out of or originating from the ownership, maintenance, supervision, or use of a recreational off-road licensed or unlicensed vehicle including, but not limited to, Golf Carts, ATV's, 3-wheelers, 4-wheelers, dune buggies, rock climbers, go-carts, mini-bikes, dirt bikes, snowmobiles, motorized skateboards, and motorized scooters, whether owned or not owned by any **insured** and whether or not the injury or damage occurs on the **insured location** or elsewhere.
12. Swimming pools, hot tubs, lakes, ponds, and other bodies of water
Bodily injury or **property damage** arising out of the ownership, maintenance, or use of a diving board, water slide, swimming pool, hot tub, or body of water on your residence premises.
13. Personal Watercraft
Bodily injury or **property damage** arising out of the ownership, maintenance, use, loading or unloading of a personal watercraft owned by any **insured**.
14. Fuel Systems
Bodily injury or **property damage** arising out of, resulting from, caused by or contributed to by the escape or release of fuel from a **fuel system**. This exclusion applies, but is not limited to:

- a. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- b. Any obligation to share damages, losses, costs, payments or expenses with or re-pay someone else who must make payment because of such **bodily injury** or **property damage**, damages, loss, cost, payment or expense; or
- c. Any request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of fuel in any form.

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

15. Rental Activity

Any Rental Activity on the residence premises and any ensuing loss involving rental activity.

G. Coverage F – Medical Payments To Others Coverage F does not apply to "bodily injury":

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

LIABILITY – ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

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

B. First Aid Expenses

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

C. Damage To Property Of Others

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

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

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

D. Loss Assessment

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

LIABILITY – CONDITIONS

A. Limit Of Liability

Our total liability under **Coverage E** for all damages resulting from any one (1) **occurrence** will not be more than the **Coverage E** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All **bodily injury** and **property damage** resulting from any one (1) accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one (1) **occurrence**.

Our total liability under **Coverage F** for all medical expense payable for **bodily injury** to one (1) person as the result of one (1) accident will not be more than the **Coverage F** limit of liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each **insured**. This condition will not increase our limit of liability for any one (1) **occurrence**.

C. Duties After occurrence

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the **named insured** shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the **occurrence**; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the **occurrence**;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under **Liability – Additional Coverages**, submit to us within sixty (60) days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No **insured** shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the **bodily injury**.

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

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

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

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

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this **Liability Section**
2. No one will have the right to join us as a party to any action against an **insured**.
3. Also, no action with respect to **Coverage E** can be brought against us until the obligation of such **insured** has been determined by final judgment or agreement signed by us.
4. No suit or action on **Coverage F** shall be sustainable in any court of law or equity unless commenced within two (2) years following the date of accident.

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

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

J. Concealment Or Fraud

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

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

PROPERTY AND LIABILITY – CONDITIONS

A. Policy Period and Changes.

1. The effective time of this policy is the later of:
 - a. 12:01 A.M. Standard Time at the "residence premises"; or
 - b. At the time this policy was purchased
2. This policy may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.
3. Changes:
 - a. Before the end of any policy period, **we** may offer to change the coverage provided in this policy. Payment of the premium billed by us for the next policy period will be **your** acceptance of our offer.
 - b. This policy contains all agreements between **you** and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of the change.

B. Liberalization Clause

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

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

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

C. Waiver Or Change Of Policy Provisions

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

The coverage provided and the premium charged are based on information **you** have given us. You agree to cooperate with us in determining if this information is correct and complete and to inform us of any change in title, use or occupancy of the "residence premises".

You agree that, if within sixty (60) days of the policy effective date this information changes, is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly by giving **you** notice. This notice may be delivered to **you** or mailed to **you** at **your** mailing address shown in the Declarations. The notice will contain the changed, incorrect or incomplete information along with the resulting premium change.

D. Cancellation

1. You may cancel this policy by providing us with advanced notice of the date of cancellation during the term of the policy.
2. **We** may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. This cancellation notice may be delivered to **you** or mailed to **you** at **your** mailing address shown in

the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least ten (10) days before the date cancellation takes effect.
- b. When this policy has been in effect for less than sixty (60) days, (in South Carolina, one hundred and twenty (120) days) and is not a renewal with us, **we** may cancel for any reason by letting **you** know at least twenty (20) days, (in South Carolina, thirty (30) days) before the date cancellation takes effect.
- c. **We** will also mail a copy of any notice of cancellation to any Additional Insured named in the Declarations.
- d. When this policy has been in effect for sixty (60) days, (in South Carolina, one hundred and twenty (120) days) or more, or at any time if it is a renewal with us, **we** may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.
 - (3) In the event of a substantial breach of contractual duty, condition or warranty; orIf **we** lose our reinsurance covering all of a significant portion of this policy, or where continuation of the policy would imperil or solvency or place us in violation of the insurance laws of this state. Cancellation for these reasons is subject to approval by the Insurance Commissioner.

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

3. When this policy is canceled, the company will retain a minimum earned premium of twenty-five (25%) of the annual policy premium. The remaining premium will be refunded on a pro rata basis. Additional fees may apply.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, **we** will refund it within a reasonable time after the date cancellation takes effect.

E. Nonrenewal

We may elect not to renew this policy. **We** may do so by delivering to **you** or mailing to **you** at **your** mailing address shown in the Declarations, written notice at least thirty (30) days, (in South Carolina sixty (60) days) before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

If **we** offer to renew and **you** or **your** representative do not accept, this policy will automatically terminate without notice of termination at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that **you** have not accepted our offer.

F. Assignment

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

G. Subrogation

An **insured** may waive in writing before a loss all rights of recovery against any person. However, this waiver does not apply if an **insured** is an innocent victim of domestic abuse as defined in the "Domestic Abuse Insurance Protection Act". In this case, **we** shall be subrogated to the rights of the innocent **insured** claimant to recover for any losses **we** paid for "property damages".

In all other cases, if an **insured** has not waived in writing before a loss all rights of recovery against any person, **we** may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an **insured** must sign and deliver all related papers and cooperate with us.

If **we** pay an **insured** for a loss caused by another **insured** who intentionally commits, or directs another to commit, any act that results in loss by fire, the rights of the **insured** to recover damages from the **insured** who intentionally committed, or directed another to commit, such an act are transferred to us to the extent of our payment. The **insured** may not waive such rights.

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

H. Death

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

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

I. Our Right to Recover Payment

If **we** make payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and nothing after loss to prejudice them. Our right to recover is subordinate to the "insured's" right to be fully compensated.

J. Our Right To Recompute Premium

We established the premium for this policy based on the statements **you** made in the application for insurance. **We** have

the right to recompute the premium if **we** later obtain information which affects the premium **we** charged.

K. Salvage

In the event **we** pay **you** and/or **your** loss payee for a covered property loss under this policy, **we** will be entitled to any and all salvage rights associated with this loss. You agree that **you** will take all reasonable steps necessary to help us fulfill our salvage rights, including, but not limited to, signing over title to any property subject to salvage.

All other provisions of this policy apply.

L. Notification of Change to Risk

When there has been a change of use, condition or occupancy of the residence or residence premises, an **insured** has a duty to immediately notify, in writing by mail to: Orion180 Insurance Services at 930 S. Harbor City Blvd. Ste. 302, Melbourne, FL. 32901, by email at support@Orion180.com or by calling Customer Service at (866) 590-3550. Failure to notify Orion180 Insurance Services may result in a denial of claim and/or termination of this policy.

ORION180 INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE / WIND / HAIL OR TORNADO DEDUCTIBLE

WITH REGARD TO HURRICANE, WIND, HAIL OR TORNADO LOSSES, THIS DEDUCTIBLE MAY RESULT IN HIGH OUT OF POCKET EXPENSES TO YOU.

DEDUCTIBLE SCHEDULE:

Hurricane/Wind/Hail or Tornado Deductible amount will be shown on your declarations.

DEDUCTIBLE

The following special deductible clause is added to the policy:

Hurricane/Wind/Hail or Tornado Deductible

- A. With respect to the peril of Hurricane, Wind, Hail or Tornado for any one loss, we will pay only that part of the total of all loss that exceeds the Hurricane/Windstorm/Hail or Tornado deductible shown in the Deductible Schedule above or on the Declarations.
- B. The applicable Hurricane/Wind/Hail or Tornado deductible is either:
 - (1) The dollar amount shown in the Deductible Schedule; or
 - (2) A percentage amount shown in the Deductible Schedule. The dollar amount is calculated by multiplying the Coverage A Limit of Liability shown in the Declarations by the deductible percentage amount shown in the Deductible Schedule above.

If the Deductible is not shown on the Deductible Schedule of this endorsement, it will be shown on the Declarations.

No other deductible in the policy applies to a loss caused by Hurricane/Windstorm/Hail or Tornado.

All other provisions of the policy apply.

EXAMPLES: The examples below illustrate how the Hurricane/Wind/Hail or Tornado deductible functions using either the dollar or the percentage amounts and assumes the Coverage A – Dwelling limit of liability shown on the declarations page is \$100,000.

Dollar Amount Example:

If the dollar amount shown as the Hurricane, Wind, Hail or Tornado deductible is \$1,000 and the total of your loss payable under the Property Section of the policy is \$10,000, it would calculate this way:

\$10,000 loss - \$1,000 deductible = \$9,000

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

Percentage Amount Example:

If the percentage amount shown as the Hurricane/Wind/Hail or Tornado Deductible is 1% and the total of all loss payable under the Property Section **of the policy** is \$10,000, it would calculate this way:

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

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

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

ORION180 INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEASONAL DWELLING ENDORSEMENT

For the premium charged, liability coverage under this policy is limited to losses related to the ownership, maintenance or use of the premises insured by this policy.

The following changes have been made to the coverage provided under your policy:

DEFINITIONS

“**Insured location**” is deleted and replaced by the following:

Insured location means only the property location shown on the Declarations.

“**Unoccupied**” is deleted and replaced by the following:

Unoccupied means you or your representative has not physically entered into the **residence premises** shown on the Declarations to inspect, maintain, or occupy the building at least one time every seven days.

“**Occurrence**” is deleted and replaced by the following:

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, resulting from the ownership, maintenance or use of the premises described on the Declaration page, which results in:

- a. **Bodily Injury** ; or
- b. **Property Damage**.

Occurrence must happen during the term of the policy or any renewal thereof,

PROPERTY – PERILS INSURED AGAINST

Coverage A – Dwelling and Coverage B – Other Structures

Paragraph 2.c.(4) is deleted and replaced by the following:

- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been **vacant** or **unoccupied** for more than 90 consecutive days immediately before the loss. A dwelling being constructed is not considered **vacant** or **unoccupied**;

Coverage C – Personal Property

The following paragraph is added to item 12:

- e. While the dwelling is **Vacant** or **Unoccupied** for 60 consecutive days or more or being constructed unless you have shut off the water supply and drain the system and appliances of water. Systems and appliances do not include outdoor swimming pools or spas or outdoor irrigation wells.

PROPERTY – EXCLUSIONS

Paragraph A.13. is deleted and replaced by:

A.13. Accidental discharge or overflow of water or steam or condensation from within a plumbing, heating, air conditioning or automatic fire protection sprinkler system or from within an appliance for heating water or from within a household appliance. This exclusion applies only while the dwelling is **vacant** or **unoccupied** for 60 consecutive days or more or being constructed unless you have shut off the water supply and drained the system and appliances of water. Systems and appliances do not include outdoor swimming pools or spas or outdoor irrigation wells.

LIABILITY COVERAGES

Under **Liability Coverages**, the following introductory paragraph is added:

Coverage E – Personal Liability and Coverage F – Medical Payments to Others are restricted to apply only with respect to **bodily injury** and **property damage** arising out of the ownership, maintenance, occupancy or use of the **insured location** and occurring on the **insured location**.

All other provisions of your policy apply.

ORION180 INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

COVERAGE LIMIT OF LIABILITY: \$5,000

If the coverage amount is not shown above, it will be shown on the declarations.

Limits of liability for this endorsement apply to the total of all loss or costs payable under this endorsement for damaged property covered under the Property Section. Coverage under this endorsement is on a "per policy period" basis regardless of the number of occurrences, claims made, or the number of locations insured and listed on the Declarations.

PROPERTY – ADDITIONAL COVERAGES

The following coverage is added:

Limited Water Back-up and Sump Discharge or Overflow Coverage

We will pay up to the Limit of Liability shown in the Schedule for direct physical loss, not caused by the negligence of an insured property covered under the Property section caused by water, or waterborne material, which:

- A. Originates from within the dwelling where you reside and backs up through sewers or drains; or
- B. Overflows or is discharged from a Sump, sump pump; or Related equipment;

even if such overflow or discharge results from mechanical breakdown or power failure. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown or power failure.

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

PROPERTY – PERILS INSURED AGAINST

With respect to the coverage provided under this endorsement, Paragraph:

A.2.c.(6)(b) in your policy; is replaced by the following:

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

PROPERTY – EXCLUSIONS

With respect to the coverage provided under this endorsement:

A.3. Water Exclusion is replaced by the following:

A.3. Water Damage

This means water which backs up through sewers or drains, or overflows or is discharged from a sump, sump pump or related equipment, as a direct or indirect result of:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water 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
- c. Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs **A.3.a.** and **A.3.b.** of this exclusion.

This exclusion applies regardless of whether any of the above, in Paragraphs **A.3.a.** through **A.3.c.**, 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 Paragraphs **A.3.a.** through **A.3.c.**, is covered.

A.4. Power Failure Exclusion does not apply.

All other provisions of your policy apply.

ORION180 INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WATER DAMAGE COVERAGE

THIS ENDORSMENT APPLIES TO ALL HOMES 30 YEARS OF AGE OR OLDER AS OF THE CURRENT POLICY EFFECTIVE DATE OR HOMES WITH A HOT WATER HEATER IN THE ATTIC (will not apply to tankless water heaters).

The following is added to **PROPERTY COVERAGES**:

COVERAGE A AND B SPECIAL LIMITS OF LIABILITY:

LIMITED WATER DAMAGE COVERAGE

The maximum limit of liability for water damage to covered property is \$10,000 per policy period. The most we will pay per policy period for any water damage loss, including any water damage related loss, is the amount stated above as our maximum limit of liability.

This limit applies to all damaged property covered under **Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property** combined. **Additionally, Coverage D – Additional Living Expenses** will be included in the combined \$10,000 maximum limit.

This limit applies to all physical damage caused by sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This limit includes the cost of tearing out and replacing any part of the building necessary to repair the system from which the discharge occurred. We do not cover loss to the system from which the water escaped.

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

Except as stated in this endorsement, we do not provide coverage for any loss precluded by another provision in this policy.

All other provisions of your policy apply.

ORION180 INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF COSMETIC DAMAGE TO ROOF COVERINGS
CAUSED BY HAIL**

DEFINITIONS

For purposes of this Exclusion of Cosmetic Damage to Roof Coverings Caused by Hail only, the following definitions are added:

1. **“Cosmetic loss or damage”** means only that damage that alters the physical appearance of the **roof covering** but does not result in damage that allows the penetration of water through the **roof covering** or does not result in the failure of the **roof covering** to perform its intended function, to keep out elements over an extended period of time.
2. **“Roof covering”** means the roofing material exposed to the weather, the underlayment applied for moisture protection and all flashings required in the replacement of a **roof covering**.

PROPERTY EXCLUSIONS

For purposes of this Exclusion of **Cosmetic Damage to Roof Coverings** Caused by Hail only, the following exclusion is added :

1. **Cosmetic Damage to Roof Coverings** We do not cover **cosmetic loss or damage** to **roof coverings** caused by the peril of hail.

We do cover hail damage to **roof coverings** that results in damage that will allow the penetration of water through the **roof coverings** or that results in the failure of the **roof covering** to perform its intended function, to keep out elements over an extended period of time.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF SURFACE

THIS ENDORSEMENT APPLIES TO HOMES WITH OUTDATED ROOF SURFACES AT TIME OF LOSS.

DEFINITIONS

For the purposes of this endorsement only, the following definitions are added:

"Outdated Roof Surfaces" means roof surfaces defined as:

1. Metal roofs equal to or greater than 26 years old;
2. Slate or Tile roofs equal to or greater than 21 years old;
3. Composition and All Other **roof surfaces** equal to or greater than 16 years old at time of loss.

"Roof surfacing" means:

1. A building's roof cladding, including but not limited to panels, shakes, sheeting, awnings, shingles, and tiles, regardless of the material of which it is composed;
2. Materials applied to or under roof cladding to protect against moisture intrusion, including roof flashing;
3. Materials used to move or drain moisture away from the roof or structure, including but not limited to gutters, gutter toppers, downspouts, hangers or fasteners;
4. Materials used to secure any of the above

PROPERTY - CONDITIONS

This endorsement modifies the Property – Loss Settlement Condition in the policy form with respect to a covered loss for **roof surface** and ensuing damages to property covered under Coverages A, B, or C resulting from the **outdated roof surface** as defined above in the endorsement and caused by the peril of windstorm or hail. Such losses will be subject to **actual cash value** loss settlement. Therefore, the loss settlement conditions that pertain to "repair or replacement cost without deduction for depreciation" are changed and apply as noted below:

D. Loss Settlement

1. In the policy - D. Loss Settlement

- d. Paragraph 1.c. is deleted and replaced by the following:
 - c. Structures that are not buildings, including their **roof surface**;

e. The following are added to Paragraph 1:

- e. **Roof surface** on structures that are buildings if the **roof surface** meets the **outdated** definition above in this endorsement and is caused by the peril of windstorm or hail.
- f. Any ensuing damages to property covered under Coverages A, B or C if a loss to the roof surface is caused by the peril of windstorm or hail and the **roof surface** meets the definition of **outdated** as defined above in this endorsement.

at **actual cash value** at the time of loss but not more than the amount required to repair or replace.

- f. In Paragraph 2., the introductory statement "Buildings covered under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following": is deleted and replaced by the following:

2. Buildings covered under Coverage **A** or **B** except for their roof surface if the roof surface meets the definition above in this endorsement and is caused by the peril of windstorm or hail, at replacement cost without deduction for depreciation, subject to the following":

g. In Paragraph 2., e. is **added** as follows:

- e. In the event of a covered loss caused by windstorm or hail to roof surfacing on an **outdated roof surface**, we will pay no more than actual cash value using the following Roof Surface Payment Schedule which shows the applicable percentage(s) of the replacement cost of the roof surface(s) using the age and roof type material at time of loss.

ORION180 INSURANCE COMPANY

Roof Surface Payment Schedule

Age of Roof	Roof Surface Material Type					
	Composition	Modified Bitumen Rolled Roofing	Slate	Tile	Metal	All Other Roof Surfaces Material Types
0	100%	100.0%	100%	100%	100%	100%
1	95%	92.5%	99%	98%	99%	95%
2	90%	85.0%	98%	96%	98%	90%
3	85%	77.5%	97%	94%	97%	85%
4	80%	70.0%	96%	92%	96%	80%
5	75%	62.5%	95%	90%	95%	75%
6	70%	55.0%	94%	88%	94%	70%
7	65%	47.5%	93%	86%	93%	65%
8	60%	40.0%	92%	84%	92%	60%
9	55%	32.5%	91%	82%	91%	55%
10	50%	25.0%	90%	80%	90%	50%
11	45%	20.0%	89%	78%	89%	45%
12	40%	20.0%	88%	76%	88%	40%
13	35%	20.0%	87%	74%	87%	35%
14	30%	20.0%	86%	72%	86%	30%
15	25%	20.0%	85%	70%	85%	25%
16	20%	20.0%	84%	68%	84%	20%
17	20%	20.0%	83%	66%	83%	20%
18	20%	20.0%	82%	64%	82%	20%
19	20%	20.0%	81%	62%	81%	20%
20	20%	20.0%	80%	60%	80%	20%
21	20%	20.0%	79%	58%	79%	20%
22	20%	20.0%	78%	56%	78%	20%
23	20%	20.0%	77%	54%	77%	20%
24	20%	20.0%	76%	52%	76%	20%
25	20%	20.0%	75%	50%	75%	20%
26	20%	20.0%	74%	48%	74%	20%
27	20%	20.0%	73%	46%	73%	20%
28	20%	20.0%	72%	44%	72%	20%
29	20%	20.0%	71%	42%	71%	20%
30 or Over	20%	20.0%	70%	20%	70%	20%

Payment will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, relocation or demolition of building structures or other structures.

A deduction for depreciation will be applied to all elements of the cost to repair or replace the covered property, including, but not limited to, the cost of material, labor, overhead and profit, and taxes and will be calculated in the same proportion as the deduction for depreciation.

All other provisions of this policy apply.

THE SECTION BELOW CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SWIMMING POOL LIABILITY EXCLUSION

The following exclusion is added to **LIABILITY – EXCLUSIONS**:

This insurance does not apply to any loss, cost, damage, expense, injury, or “bodily injury”, which occurs:

- a.** In, at or around a swimming pool or hot tub, including but not limited to a diving board or slide;
or
- b.** On or upon a swimming pool patio or deck.

All other provisions of this policy apply.

ORION180 INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL LIABILITY EXCLUSION ENDORSEMENT

LIABILITY - COVERAGES

Your policy is changed to read as follows:

Under **COVERAGE E - PERSONAL LIABILITY**

We will NOT cover any damages caused by any animal owned or kept by any **insured**, tenant or guest whether or not the injury occurs on your premises or any other location. All other provisions and exclusions apply.

Under **COVERAGE F - MEDICAL PAYMENTS TO OTHERS**

We will NOT cover any damages caused by any animal owned or kept by any **insured**, tenant or guest whether or not the injury occurs on your premises or any other location. All other provisions and exclusions apply.

Under **LIABILITY – ADDITIONAL COVERAGES**

C. Damage to Property of Others

We will NOT cover property damage caused by any animal owned or kept by any **insured**, tenant or guest whether or not the damage occurs on your premises or any other location.

All other provisions and exclusions apply.

ORION180 INSURANCE COMPANY

THE SECTION BELOW CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENEWABLE ENERGY SYSTEMS EXCLUSION

DEFINITIONS

The following definitions are added:

“Green” means products, materials, methods, and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions, or otherwise minimize the environmental impact.

“Renewable energy systems” are **green** systems that produce energy from renewable energy technologies such as solar energy, wind power, geothermal energy, biomass, and hydroelectric power. These systems include, but are not limited to, solar (photovoltaic) panels, wind turbines, geothermal heat pumps, micro hydropower systems, and rainwater catchment systems.

This exclusion does not apply to air source heat pumps and biomass heating systems.

PROPERTY COVERAGES

The following is added to **4. Property Not Covered**:

We do not insure:

q. physical loss or damage by a **Peril Insured Against** to any **renewable energy system**.

The following is added to **Additional Coverages**, item **1. Debris Removal**:

This coverage does not apply to the removal of any damaged **renewable energy system**.

The following is added to **Additional Coverages**, item **2. Reasonable Repairs**:

This coverage does not apply to the cost incurred to further protect or repair any **renewable energysystems**.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WATER DAMAGE EXCLUSION

This endorsement applies to WATER DAMAGE caused by or resulting from the following plumbing types:

- 1.) PEX – Pre-2006
- 2.) Polybutylene
- 3.) Galvanized
- 4.) Cast-Iron

PROPERTY – EXCLUSIONS

Sub-paragraph A.3.f., is added to your policy:

Water Damage caused by or resulting from PEX (Pre-2006); Polybutylene; Galvanized; or Cast-Iron plumbing types.

This exclusion applies to property covered under Coverage A – Dwelling; Coverage B - Other Structures and Coverage C - Personal Property as well as coverages under Coverage D - Loss of Use.

This exclusion applies regardless of whether the loss is caused by an act of nature, an act of man or is otherwise caused. Except as stated in this endorsement, we do not provide coverage for any loss precluded by another provision in this policy.

All other provisions of your policy apply.

ORION180 INSURANCE COMPANY

RESIDENTIAL PROPERTY INSURANCE

(Revised 04.2013)

OUTLINE OF COVERAGE AND COMPREHENSIVE POLICY CHECKLIST
(POLICIES ISSUED UNDER ALABAMA SURPLUS LINE INSURANCE LAW)

The following is an outline of coverage and comprehensive policy checklist of your insurance policy and is for informational purposes only. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits is not included in this checklist, unless otherwise indicated. **This checklist does not change any provisions of the Insurance contract which is the subject of this checklist. The checklist does not operate to expand coverage beyond the coverage provided in the policy. If there is a contradiction between the checklist and the policy, the terms of the policy govern.**

Policyholders should read their policy thoroughly. Policyholders should review their insurance policy annually with their surplus lines broker to ensure they are adequately covered.

If you have questions regarding your policy, please contact your surplus line broker or the insurance company.

OUTLINE OF COVERAGE

Covered Property	Limits of Insurance	Loss Settlement Basis (ACV or RCV)*
Dwelling	\$570,000	RCV
Other Structures (Detached from Dwelling)	Excluded	RCV
Personal Property (Contents)	\$28,500	ACV
Roof Repair/Replacement Settlement Basis:		RCV/ACV
Deductible Amounts(\$): Policy (All Perils) =	\$2,500	
Hurricane =	10.00%	

***RCV = Replacement Cost Value** is the amount necessary to repair or replace covered property without deduction for depreciation. Replacement Cost Value is the necessary amount actually spent to repair or replace the damaged property.

***ACV = Actual Cash Value** is calculated as the amount it would cost to repair or replace covered property, at the time of loss, with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence. Actual Cash Value applies to valuation of covered property regardless of whether that property has sustained partial or total loss. The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

Replacement Cost Value and **Actual Cash Value** are not the market value or mortgage value of your property.

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PERILS COVERED BY YOUR POLICY

Items marked with a **Y** (Yes) indicate coverage **is** included in your policy; those perils marked with a **N** (No) indicate coverage **is not** included. Special limits and loss settlement exceptions may apply to certain limits. Refer to your policy for details. If there is a conflict between this checklist and your policy, the terms of your policy govern.

Peril	Dwelling Coverage	Other Structures Coverage	Content Coverage
Fire	Yes	Yes	Yes
Lightning	Yes	Yes	Yes
Explosion	Yes	Yes	Yes
Wind and Hail	Yes	Yes	Yes
Flood	No	No	No
Earthquake	No	No	No
Collapse	Yes	Yes	Yes
Mold	Yes	Yes	Yes
Theft	Yes	Yes	Yes

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OTHER COVERAGES IN YOUR POLICY

Special limits and loss settlement exceptions may apply. Refer to your policy for details. **If there is a contradiction between this Checklist and your policy, the terms of your policy govern.**

Coverage	Yes or No	Limit of Insurance	Time Limit (if applicable)
Debris Removal	<u>Y</u>	<u>Limited under Coverage A</u>	<u>N/A</u>
Loss Assessment	<u>Y</u>	<u>\$1,000</u>	<u>N/A</u>
Additional Living Expenses	<u>Y</u>	<u>Excluded</u>	<u>Yes</u>
Medical Payments coverage	<u>Y</u>	<u>\$1,000</u>	<u>N/A</u>
Personal Liability Insurance	<u>Y</u>	<u>\$100,000</u>	<u>N/A</u>
Building Ordinance or Law coverage	<u>Y</u>	<u>\$57,000</u>	<u>N/A</u>

SOME EXCLUSIONS, LIMITATIONS, AND/OR REDUCTIONS IN COVERAGE

(Other Exclusions, Limitations and/or Reductions in coverage may apply)

- Removal of fallen trees is excluded unless they damage your house or outbuilding or block access to your property.
- Limitations exist on coverage amounts for jewelry, guns, silverware, cash, coins, certain types of collections, art, and computers/equipment.
- Property and Liability Coverage for Automobiles, Watercraft, Aircraft is limited or excluded.
- RCV Property claims are settled on an ACV basis until you repair or replace the property.
- Losses to insured property intentionally caused by an insured are excluded.
- Losses due to neglect are excluded.
- Losses to the dwelling caused by water or sewage from outside the dwelling that backs up through sewers and drains are excluded unless purchased separately.

SOME DISCOUNTS AVAILABLE TO REDUCE YOUR POLICY PREMIUM

Y (Yes) or **N** (No) indicates whether you currently receive these discounts. Ask your agent or insurance company about other discounts for which you may be eligible.

	Yes or No
Multiple qualifying policies with the same insurer	<u>No</u>
Fire/Smoke/Burglar Alarm	<u>Yes</u>
Wind Mitigation Features	<u>Yes</u>

Surplus line insurer: Orion180 Insurance Company

Policy number: OICH3AL_01419636-3

Effective date: 11/06/2025 Policy issue date: 10/02/2025

ORION180 INSURANCE COMPANY

ALABAMA HOMEOWNERS BILL OF RIGHTS

The purpose of this notice is to set forth the rights Alabama homeowners have with respect to their insurance policies and with their insurance companies. The following shall serve as the minimum standards to be followed by the Alabama Department of Insurance in exercising the Department's powers and duties in regulating insurance companies pursuant to Title 27, Chapter 12, Code of Alabama 1975:

- 1) Policyholders shall have the right to competitive pricing practices of insurers as prescribed by applicable federal or state insurance law and regulation.
- 2) Policyholders shall have the right to insurance advertising and sales approaches that provide representative information on the policy in accordance with Title 27, Chapter 12, Code of Alabama 1975.
- 3) Policyholders shall have the right to assurance that the insurance market in general and their insurance company in particular are financially stable as provided in Section 27-12-7, Code of Alabama 1975.
- 4) Policyholders shall have the right to receive service from licensed producers in accordance with Title 27, Chapter 7, Code of Alabama 1975, and to request the license status of an insurance company or producer.
- 5) Policyholders shall have the right to a policy as prescribed in Title 27, Chapter 14, Code of Alabama 1975, to receive a complete policy, and to request a duplicate or replacement policy, if needed.
- 6) Policyholders shall have the right to receive in writing from their insurance company the reason for any cancellation of coverage and a minimum number of days' notice of cancellation of coverage, subject to applicable federal or state insurance law and regulation.
- 7) Policyholders shall have the right to cancel their policy and receive a refund of any unearned premium. If a policy was funded by a premium finance company, the unearned premium will be returned to the premium finance company to pay toward the policyholder's financing loan.
- 8) Policyholders shall have the right to a written notification, at renewal, describing changes in their insurance contract language that are applicable to the renewal period
- 9) Policyholders shall have the right, in the event of a claim, to reject any settlement amount offered by the insurance company.
- 10) Policyholders shall have the right to select their licensed contractor or vendor to repair, replace, or rebuild damaged property covered by the insurance policy.
- 11) Policyholders shall have the right to file a written complaint against any insurance company with the Department of Insurance and to have that complaint reviewed by the Department of Insurance.
- 12) Policyholders shall have the right to file a written complaint against any insurance producer with the Department of Insurance and to have that complaint reviewed by the Department of Insurance.