Lemonade

Hey, John!
Welcome Home.

We promise to do our best to make sure you love it here!

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3080 N Civic Center Plaza, Scottsdale, AZ 85251 | help@lemonade.com

Your Condo policy at a glance

POLICY NUMBER
LP42AA0F088

POLICY START DATE
Jun 21, 2024 12:01am

POLICY EXPIRES ON
Jun 21, 2025 12:01am

NAME OF INSURED
John Doe

INSURED PROPERTY ADDRESS
5625 Crescent Park W, #415, Playa Vista, CA, 90094

MORTGAGEE
M&T Bank
Springfield, OH 45501-5738

Pricing Summary

Yearly Premium	$780.00
Yearly Payment	**$780.00** ($65.00 Per Month)

Discount Summary

Fire Protection	-$1.34
Good Payer Discount	-$34.51
Graduation Discount	-$259.78
Yearly Discount	$295.63

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Here’s the list of included coverages:

Primary Coverages

COVERAGE	LIMITS	PREMIUM/MO.
Dwelling	$150,000	Included
Personal Property	$30,000	Included
Loss Of Use	$15,000	Included
Personal Liability	$300,000	Included
Medical Payments To Others	$5,000	Included

* Base Deductible $1,000

Additional Coverages

COVERAGE	DEDUCTIBLE	LIMITS	PREMIUM/MO.
Portable Electronics	-	$1,500	Included
Loss Assessment	-	$1,000	Included
Ordinance Or Law	-	$15,000	Included

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A few last reminders

- John Doe is the named insured on this policy
- A copy of this policy and any future emails will be sent to: **John.Doe@email.com**
- Dwelling limit: The limit of liability for this structure (Dwelling coverage) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.
- Building code upgrade coverage: This policy provides coverage up to 10% of the Dwelling limit for increased costs in order to comply with building codes as a result of damage associated with a covered loss. The building code upgrade coverage required by this subdivision is additional coverage, and use of this coverage shall not reduce or deplete your Dwelling coverage policy limits for your property. You can find details in your policy under Ordinance or Law.

Have any questions?

This document is the definitive guide to your condo insurance policy with Lemonade. That said, if you ever have any questions about navigating your policy—whether you want to change your coverage amounts, file a claim, add additional insureds, and much more—reach out to help@lemonade.com.

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All the details

SECTION	FORM NUMBER
Cover Page	LPC-HO-L101 (09-22)
Declarations Page	LPC-HO-L100 (09-23)
Terms & Definitions	LPC-HO-LH01 (09-22)
Condo Property Coverage	LPC-HO-LH60 (09-22)
Liability Coverage	LPC-HO-LH02 (09-22)
California Special Provisions	LPC-HO-L200-CA (09-22)
Ineligible Firearm Exclusion	LPC-HO-E104 (09-22)
Canine Liability Exclusion	LPC-HO-E301 (09-22)
California Residential Insurance Disclosure	LPC-HO-N114-CA (01-24)
California Notice Of Designated Additional Person To Receive Notice Of Cancellation Or Nonrenewal	LPC-HO-N121-CA (01-24)
California Important Consumer Affairs Notice	LPC-HO-N122-CA (01-24)
California Fraud Statement	LPC-HO-N103-CA (01-24)
California Residential Property Insurance Bill Of Rights	LPC-HO-N102-CA (09-22)
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	LPC-HO-N101 (09-22)
Installment Fees & Unpaid Premium Notice	LPC-HO-N110 (07-23)
California Wildfire Scoring And Mitigation Discounts Notice	LPC-HO-N120-CA (05-24)
Signature Page	LPC-HO-L102 (09-22)

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Terms and Definitions

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Duty to Report Changes in Exposure

You or an **insured** must notify **us** when:

1. There is a change to the mailing or **residence premises** address shown in the Declarations;
2. A named **insured** no longer resides on the **residence premises** or a person or persons begin to reside on the **residence premises**;
3. A named **insured** dies;
4. Title to or ownership of the **residence premises** changes;
5. There is a change to the use of the **residence premises** with respect to **business** conducted or rental activity;
6. An addition, alteration, or renovation is made to a dwelling or other building on the **residence premises**; or
7. A named **insured** acquires a replacement or additional residential property.

If **you** fail to report a change relating to the **insured** property within sixty (60) days, it may result in denial of coverage under this policy.

Definitions

In this policy, **you**, and **your** refer to:

- **a.** The named **insured** shown in the Declarations; and
- **b.** The spouse if a resident of the same household. If a resident of the same household, the term spouse includes:
  - **(1)** The civil partner of the named **insured**, provided such civil union was obtained in a state where a civil union is legally recognized; or
  - **(2)** The domestic partner of the named **insured**, provided such domestic partner was in a continuing spouse-like relationship

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with the named **insured** for the purpose of a domestic life. Both persons must be eighteen (18) years of age or older and may not be related to each other by blood. Neither may be married to another person or be a domestic partner or partner by civil union of any other person.

In this policy, **we**, **us**, and **our** refer to the member company of Metromile Insurance Company providing this insurance and shown as Your Insurer in the Declarations.

In this policy, certain words and phrases are in **bold**. Those words and phrases are defined as follows:

1. **Aircraft** means any device used or designed for flight, including any:
   a. Unmanned flying device, self-propelled missile, or spacecraft; and
   b. Accessory, equipment, or part for such device, whether or not attached to the device.

   Under Property Coverage C – Personal Property, Liability Coverage E – Personal Liability, Liability Coverage F – Medical Payments to Others and Liability – Additional Coverages, **aircraft** does not include any unmanned flying device that:
   a. Is used or operated for recreational purposes only; and
   b. Weighs less than ten (10) pounds with or without any accessory, equipment, or part attached.
2. **Aircraft Liability**, **Hovercraft Liability**, **Motor Vehicle Liability**, and **Watercraft Liability** mean 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.

   For the purpose of this definition:
   a. Aircraft means an **aircraft** as defined in Definitions **1.**
   b. Hovercraft means a self-propelled motorized ground effect vehicle and includes flarecraft and air cushion vehicles;
   c. Motor vehicle means a **motor vehicle** as defined in Definitions **11.**; and

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

3. **Apartment** means a single room or set of rooms, rented or held for rental, that is part of a covered building and is intended as a place to stay or reside, regardless of the length of the habitation.
4. **Bodily injury** means bodily harm, sickness, or disease, including required care, loss of services, and death that results.
5. **Business** means:
   a. A trade, profession, or occupation engaged in on a full-time, part-time, or occasional basis; or
   b. Any other activity engaged in for money or other compensation, except the following:
      (1) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      (2) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      (3) Providing home day care services to a relative of an **insured**.
6. **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**.
7. **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 **7.a.**;
   c. Filler pipes and flues connected to one (1) or more containers, tanks, or vessels described in **7.a.**;
   d. A boiler, furnace, or a water heater, the fuel for which is stored in a container, tank, or vessel described in **7.a.**;
   e. Fittings and pipes connecting the boiler, furnace, or water heater to one (1) or more containers, tanks, or vessels described in **7.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 **7.a.**

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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**.

8. **Fungi** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by **fungi**.
   Under the Liability Coverage Section, this does not include any **fungi** that are, are on, or are contained in, products or goods intended for consumption.
9. **Insured** means:
   a. **You** and residents of **your** household who are:
      (1) **Your** relatives; or
      (2) Other persons under the age of twenty-one (21) and in the care of any person named above;
   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 person described in **9.a.(1)**; or
   c. Any Additional Insured named in the Declarations, but only with respect to Coverages A, B, E, and F if applicable to **your** policy and only for the **residence premises**.
   d. Under the Liability Coverage Section:
      (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or any person included in **9.a.** or **b.**
      Insured does not mean a person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner; or
      (2) With respect to any vehicle to which this policy applies:
         (a) Persons while engaged in **your** employ or that of any person included in **9.a.** or **b.**; or
         (b) Other persons using the vehicle on an **insured location** with **your** consent.

Under both the Property and Liability Coverage Sections of this policy, when the word an immediately precedes the word **insured**, the words

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"an **insured**" together mean one (1) or more **insureds**.

10. **Insured location** means:
    a. The **residence premises**;
    b. The part of other premises, other structures, and grounds used by **you** as a residence and:
        (1) Which is shown in the Declarations; or
        (2) Which is acquired by **you** during the policy period for **your** use as a residence;
    c. Any premises used by **you** in connection with a premises described in **10.a.** and **b.**;
    d. Any part of a premises:
        (1) Not owned by an **insured**; and
        (2) Where an **insured** is temporarily residing;
    e. Vacant land, other than farm land, owned by or rented to an **insured**;
    f. Land owned by or rented to an **insured** on which a one (1) or two (2) 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;
    i. Any premises owned by **you** and rented to others for use as a residence by not more than four (4) families, if shown in the Declarations as an Additional Residence Rented to Others; or
    j. Any other structure on the **residence premises** rented to others as a private residence if a limit of liability is shown in the Declarations as Structures Rented to Others.
11. **Motor vehicle** means:
    a. A self-propelled land or amphibious vehicle; or
    b. Any trailer or semi-trailer which is being carried on, towed by, or hitched for towing by a vehicle described in **11.a.**

    Motor vehicle does not include model, hobby, or children's toy vehicles.
12. **Occurrence** means an accident, 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**.
13. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, and any unhealthful or hazardous building materials. Waste includes materials to be recycled, reconditioned, or reclaimed.

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14. **Property damage** means physical injury to, destruction of, or loss of use of tangible property.
15. **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, if the employee's duties are related to the maintenance or use of the **residence premises**, including household or domestic services; or
    b. One (1) 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.
16. **Residence premises** means:
    a. The one (1) family dwelling or unit where **you** reside; or
    b. The two (2), three (3), or four (4) family dwelling where **you** reside in at least one (1) of the family units;

    and which is shown as the **residence premises** in the Declarations. **Residence premises** also includes other structures and grounds at that location.
17. **Vacant** means the dwelling or unit lacks the necessary amenities, adequate furnishings, or utilities and services required to sustain normal occupancy. A dwelling or unit being constructed is not considered **vacant**.

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Policy Conditions

1. **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 of coverage, whether that general program revision is

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implemented through introduction of:

a. A subsequent edition of this policy form; or

b. An amendatory endorsement.

2. **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.
3. **Duty to Cooperate and Inform.** The coverage provided by this policy and the premium charged for this policy are based on information **you** have given **us**. **You** agree:
   a. To cooperate with **us** in determining if this information is correct and complete;
   b. To inform **us** of any change in title, use, or occupancy of the **residence premises**.
   c. That if within ninety (90) 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**, electronically transmitted to **you**, if permissible by law, 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.
4. **Cancellation.** This policy may be cancelled during the policy period as follows:
   a. A named **insured** shown in the Declarations may cancel this policy by:
      (1) Returning this policy to **us**; or
      (2) Giving **us** advance written notice of the date cancellation is to take effect.

   We may accept another form of notice from a named **insured**. The cancellation by a named **insured** will be binding on any other named **insured**.
   b. **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**, electronically transmitted to **you**, if permissible by law, or mailed to **you** at **your** mailing address shown in the Declarations. Proof of mailing or electronic transmission will be sufficient proof of notice. **We** will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.
      (1) 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

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cancellation takes effect;

(2) When this policy has been in effect for less than sixty (60) days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least ten (10) days before the date cancellation takes effect; or

(3) When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with **us**, **we** may cancel:

(a) If there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the policy; or

(b) If the risk has changed substantially since the policy was issued.

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

If specific Cancellation provisions apply in **your** state, they will appear in the ***Special Provisions Endorsement*** that is part of this policy.

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

d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

5. **Nonrenewal. We** may elect not to renew this policy. **We** may do so by delivering to **you**, electronically transmitting to **you**, if permissible by law, or mailing to **you** at the mailing address shown in the Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing or electronic transmission will be sufficient proof of notice. **We** will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.
   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.
   If specific Nonrenewal provisions apply in **your** state, they will appear in the ***Special Provisions Endorsement*** that is part of this policy.
6. **Assignment.** Assignment of this policy is void unless **we** give **our** written consent. **We**, as the non-assigning party, will not recognize any assignment of this policy unless **our** written consent is provided.
7. **Subrogation.** An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, **we** may require an

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assignment of rights of recovery for a loss to the extent that payment is made by **us**.

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

Subrogation does not apply under the Liability Coverage Section to Medical Payments to Others or Damage to Property of Others.

8. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
   a. **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
   b. **Insured** will then also include:
      (1) An **insured** who is a member of **your** household at the time of **your** death, but only while a resident of the **residence premises**; and
      (2) With respect to **your** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

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Condo Property Coverage

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Property Coverage A – Dwelling

1. **We** cover:
   a. The alterations, appliances, fixtures, and improvements which are part of the building contained within the **residence premise**;
   b. Items of real property which pertain exclusively to the **residence premises**;
   c. Property which is **your** insurance responsibility under a corporation or association of property owners agreement; or
   d. Structures owned solely by **you**, other than the **residence premises**, at the location of the **residence premises**.
2. **We** do not cover:
   a. Land, including land on which the **residence premises**, real property, or structures are located;
   b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
   c. Structures from which any **business** is conducted; or
   d. Structures used to store **business** property. We do cover a structure that contains **business** property solely owned by an **insured** or a tenant of the dwelling provided that **business** property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

Perils Insured Against Property Coverage A - Dwelling

1. **We** insure against direct physical loss to property described in Property Coverage A.
2. **We** do not insure for loss:
   a. Excluded under Property – Exclusions;

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b. Involving collapse or danger of collapse, except as provided in Property – Additional Coverage **9.** Collapse; 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 exclusion 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.

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 any other system designed to remove surface or subsurface water, roof drain, gutter, downspout, or similar fixtures or equipment;

(2) Freezing, thawing, pressure, or weight of water, ice, or snow, whether driven by wind or not, to a:

(a) Fence, pavement, or patio;

(b) Outdoor spa or hot tub, outdoor sauna, or outdoor swimming pool, and any related equipment;

(c) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;

(d) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

(e) Pier, wharf, or dock.

This exclusion applies whether any item identified in **(2)(a)** through **(e)** of this exclusion is wholly or partially above or below ground;

(3) Theft in or to a **residence premises** under construction, or of materials and supplies for use in the construction until the **residence premises** 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

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the vandalism or malicious mischief, if the **residence premises** has been **vacant** for more than sixty (60) consecutive days immediately before the loss regardless of the policy's inception or renewal date;

(5) Theft or vandalism and malicious mischief in or to a dwelling while rented to others by an **insured** for a rental term of less than thirty (30) consecutive days; or

(6) Any of the following:

- **(a)** Wear and tear, marring, scratching, or deterioration;
- **(b)** Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- **(c)** Smog, rot, rust, or other 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 under Property Coverage C;
- **(f)** Settling, shrinking, bulging, or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs, or ceilings. This exclusion applies whether any item is wholly or partially above or below ground;
- **(g)** Birds, bats, vermin, rodents, raccoons, skunks, arachnids, 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** or **residence employee**; or
- **(j)** Presence, pressure, or intrusion of any root system.

Exception to c.(6)

Unless the loss is otherwise excluded, **we** cover loss to property covered under Property Coverage A resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or household appliance, that causes damage on the **residence premises**, if the accidental discharge or overflow of water or steam originates from within a system or appliance:

- **(a)** On the **residence premises**; or
- **(b)** Off the **residence premises**, if located on a premises adjacent

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to the **residence premises**.

This includes the cost to tear out and replace any part of a building, or other structure, owned solely by **you** which is covered under Property Coverage A and at the location of the **residence premises**, but only when necessary to repair the system or appliance from which this water or steam escaped.

We do not cover loss:

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

(b) Caused by accidental discharge or overflow of water or steam from within a storm drain whether located on or off the **residence premises**; or

(c) Caused by accidental discharge or overflow of water or steam from within a steam or sewer pipe located off the **residence premises**.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or any other system designed to remove surface or subsurface water, roof drain, gutter, down spout, or similar fixtures or equipment.

Under Perils Insured Against **2.b.** and **c.**, any ensuing loss to property described in Property Coverage A not excluded by any other provision in this policy is covered.

Property Coverage C – Personal Property

1. **Covered Property. We** cover personal property owned or used by an **insured** while it is anywhere in the world. At **your** request, **we** will cover personal property owned by:
   a. Others while the property is on the part of the **residence premises** occupied by an **insured**; or
   b. A guest or a **residence employee**, while the property is in any residence occupied by an **insured**.
   This request may be made after a loss.
2. **Limit for Property at Other Locations.**
   a. Other Residences.
   Our limit of liability for personal property usually located at an

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insured's residence, other than the **residence premises**, is ten percent (10%) of the limit of liability for Property Coverage C, or one thousand dollars ($1,000), whichever is greater. This limitation does not apply to personal property:

(1) Moved from the **residence premises** because the **residence premises** is:

(a) Being repaired, renovated, or rebuilt; and

(b) Not fit to live in or store property in;

(2) Removed, for a period of sixty (60) days or less, from the **residence premises** endangered by a Peril Insured Against; or

(3) In a newly acquired principal residence for sixty (60) days from the time **you** begin to move the property there.

b. Storage Facilities.

Our limit of liability for personal property owned or used by an **insured** and located in a storage facility is ten percent (10%) of the limit of liability for Property Coverage C, or one thousand dollars ($1,000), whichever is greater. This limitation does not apply to personal property:

(1) Moved from the **residence premises** because the **residence premises** is:

(a) Being repaired, renovated, or rebuilt; and

(b) Not fit to live in or store property in;

(2) Removed, for a period of sixty (60) days or less, from the **residence premises** endangered by a Peril Insured Against; or

(3) Usually located in an **insured's** residence, other than the **residence premises**.

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3. Special Limits of Liability. The following categories of personal property are covered only up to the Special Limits of Liability indicated below or shown in the Declarations. The special limit for each category described below is the total limit for each loss for all property in that category. These special limits do not increase the Property Coverage C limit of liability.

a. Two hundred fifty dollars ($250) for money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards, smart cards, gift certificates, digital currency, cryptocurrency, virtual assets, and any related currencies used in place of money.

b. One thousand five hundred dollars ($1,500) for securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes,

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manuscripts, passports, tickets, and stamps. This limit includes the cost to research, replace, or restore information from the lost or damaged material.

c. One thousand dollars ($1,000) for comic books and trading cards, including sport cards, game cards and non-sport cards.

d. One thousand dollars ($1,000) for collectibles, including figurines, glassware, marble, porcelains, statuary, and similar articles.

e. One thousand five hundred dollars ($1,500) for loss by theft of jewelry, watches, precious and semiprecious stones.

f. One thousand five hundred dollars ($1,500) for loss by theft of furs.

g. One thousand five hundred dollars ($1,500) for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, platinum, or pewter.

h. One thousand five hundred dollars ($1,500) for loss by theft of firearms and related equipment.

i. One thousand five hundred dollars ($1,500) for loss by theft of tools and their accessories.

j. One thousand five hundred dollars ($1,500) for loss by theft of any rugs, carpets, tapestries, wall hangings, or other similar articles. This limit does not apply to wall-to-wall carpet.

k. Three thousand dollars ($3,000) for covered property, on the **residence premises**, used primarily for **business** purposes.

l. One thousand dollars ($1,500) for covered property, away from the **residence premises**, used primarily for **business** purposes. This limit does not apply to loss to electronic apparatus and accessories while in or upon a **motor vehicle**.

m. One thousand five hundred dollars ($1,500) for trailers or semitrailers not used with watercraft.

n. Five hundred dollars ($500) for **motor vehicle** accessories, equipment, or parts while not attached to, located in or upon, or while removed from any **motor vehicle**.

o. Portable electronic equipment, which includes:

(1) Laptop computers;

(2) Mobile phones, including smart phones;

(3) Tablets;

(4) E-readers;

(5) Handheld game consoles;

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(6) Personal navigation devices;
(7) Electronic health or fitness monitoring devices;
(8) Portable media players, including wireless devices designed to be connected to the internet;
(9) Headphones, earbuds and other audio peripherals designed to be used with the equipment listed in **o. (1)**-**(8)**.

p. Five hundred dollars ($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.

q. One thousand five hundred dollars ($1,500) for watercraft, including their trailers, furnishings, accessories, equipment, parts, and outboard engines or motors.
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.

r. Two hundred fifty dollars ($250) for legally obtained or prescribed marijuana.

s. One thousand five hundred dollars ($1,500) for fine arts, including paintings, etchings, drawings, lithographs, photographs, sculptures, and other bona fide works of art of rarity, historical value, or artistic merit.

t. One thousand five hundred dollars ($1,500) for musical instruments and related articles of equipment.

u. One thousand five hundred dollars ($1,500) for cameras including projection machines, films, and related articles of equipment.

v. One thousand five hundred dollars ($1,500) for bicycles or e-bikes propelled by pedals. This coverage does not apply to bicycles or e-bikes that have a throttle.

4. Property Not Covered.
We do not cover:

a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

b. Animals, birds, or fish;

c. Motor vehicles.
(1) This includes:
(a) Accessories, equipment, and parts; or
(b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the

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motor vehicle.

The exclusion of property described in **4.c.(1)(a)** and **(b)** applies only while such property is attached to or located in or upon the **motor vehicle**;

(2) **We** do cover **motor vehicles** not required to be registered for use on public roads or property which are:

(a) Used to service an i**nsured's** residence; or

(b) Designed to assist the handicapped;

d. **Aircraft**;

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 flarecraft and air cushion vehicles;

f. Property of roomers, boarders, tenants, and other occupants who provide compensation to an **insured** for use of all or part of the **residence premises**. This includes property of guests of any such roomer, boarder, tenant, or other occupant.

We do cover property of roomers, boarders, tenants, other occupants, and guests of any roomer, boarder, tenant, and other occupants related to an **insured**;

g. Property in an **apartment** rented or held for rental to others by an **insured**, except as provided under Property – Additional Coverage **11.** Landlord's Furnishings;

h. Property rented or held for rental to others off the **residence premises**;

i. **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; or

(3) Digital, electronic, or virtual form;

except as provided in Property – Additional Coverage **14.** Personal Records and Data Replacement.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;

j. Credit cards, electronic fund transfer cards, or access devices used solely for deposit, withdrawal, or transfer of funds except as provided in Property – Additional Coverage **7.** Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money;

k. Grave markers, except as provided in Property – Additional Coverage **13.** Grave Markers;

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l. Water or steam; or
m. Cryptocurrency mining machinery or equipment.

Perils Insured Against
Property Coverage C – Personal Property

We insure for direct physical loss to the property described in Property 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 and their trailers, furnishings, accessories, equipment, parts, and outboard engines or motors, only while inside a fully enclosed building.
   This peril does not include loss to 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 remotely operated, unmanned flying device, self-propelled missile, or 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 the manufacture of controlled substances, agricultural smudging, or industrial operations.
8. **Vandalism or Malicious Mischief.**
   This peril does not include loss to property caused by 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 sixty (60)

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consecutive days immediately before the loss regardless of the policy's inception or renewal date.

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 **residence premises** under construction, or of materials and supplies for use in the construction until the **residence premises** is finished and occupied;
     - **(3)** From that part of a **residence premises** rented by an **insured** to someone other than another **insured**;
     - **(4)** Anywhere on the **residence premises** when any portion is rented by an **insured** to someone other than another **insured** for a continuous period of less than thirty (30) days; or
     - **(5)** That occurs off the **residence premises** of:
       - **(a)** Trailers, semitrailers, and campers;
       - **(b)** Watercraft, including their furnishings, accessories, equipment, parts, 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. Property of an **insured**, who is a student, is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the ninety (90) days immediately before the loss.

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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. **Accidental Discharge or Overflow of Water or Steam.**
    - **a.** This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or from within a household appliance, if the accidental discharge or overflow of water or steam originates from within a system or appliance:

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(1) On the **residence premises**; or
(2) Off the **residence premises**, if located on a premises adjacent to the **residence premises**.

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 Peril Insured Against **14.** Freezing;
(3) Caused by accidental discharge or overflow of water or steam from within a storm drain whether located on or off the **residence premises**; or
(4) Caused by accidental discharge or overflow of water or steam from within a steam or sewer pipe located off the **residence premises**.

c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or any other system designed to remove surface or subsurface water, roof drain, gutter, downspout, or similar fixtures or equipment.

d. Property – Exclusion **3.** Water, 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.
This peril does not include loss caused by or resulting from freezing except as provided in Peril Insured Against **14.** Freezing.

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.
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

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include a sump, sump pump or related equipment, or any other system designed to remove surface or subsurface water, roof drain, gutter, downspout, or similar fixtures or equipment.

15. **Sudden and Accidental Damage from Artificially Generated Electrical Current.**

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Property Coverage D – Loss Of Use

The limit of liability for Property Coverage D is the total limit for the coverages in **1.** Additional Living Expense, **2.** Fair Rental Value, and **3.** Civil Authority Prohibits Use.

1. **Additional Living Expense.** If a loss by a Peril Insured Against under the Property Coverage Section to covered property or the building containing the property makes the **residence premises** not fit to live in, **we** cover any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living.
   Payment will be for the lesser of:
   a. The shortest time required to:
      (1) Repair or replace the damage; or
      (2) Settle **your** household elsewhere, if **you** permanently relocate; or
   b. Twenty-four (24) months.
2. **Fair Rental Value.** If a loss covered under the Property Coverage Section makes that part of the **residence premises** rented to others or held for rental by **you** not fit to live in, **we** cover the amount of fair rental value of such premises lost, less any expenses that do not continue while it is not fit to live in.
   Coverage under Fair Rental Value will only apply when that part of the **residence premises** is held for rental or rented to others for a term of six (6) consecutive months or more by the same roomer, boarder, tenant, or other occupant who provides compensation to an **insured**.
   Payment will be for the shortest time required to repair or replace such premises, but for no more than twenty-four (24) months.
   Written proof that part of the **residence premises** is rented, was held for rental at the time of loss, or has been rented within the twelve (12) months prior to the date of loss is required.
3. **Civil Authority Prohibits Use.** If a civil authority prohibits **you** from use of the **residence premises** as a result of direct physical damage to

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neighboring premises caused by a Peril Insured Against under this policy, **we** cover resulting **1.** Additional Living Expense and **2.** Fair Rental Value as provided above for no more than thirty (30) days. Neighboring premises means a premises in sufficient proximity to the **residence premises** that there exists a reasonable risk that the damage affecting the neighboring premises could endanger either the **residence premises** or the safety of its occupants while in the **residence premises**.

The periods of time under **1.** Additional Living Expense, **2.** Fair Rental Value, and **3.** Civil Authority Prohibits Use above are not limited by expiration of this policy.

4. **Loss or Expense Not Covered. We** do not cover loss or expense due to cancellation of a lease or agreement.

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Property – Additional Coverages

Unless otherwise stated, the following coverages are additional insurance and are subject to the applicable policy deductible.

1. **Debris Removal. We** will pay **your** reasonable expense for the removal of debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss.
   This expense is covered up to 5% of 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 percentage, as shown in the Declarations for this Property – Additional Coverage, of that limit is available for such expense.
   We do not pay for the removal of trees except as provided under Property – Additional Coverage **2.** Tree Removal. **We** also do not pay for:
   a. Extraction of **pollutants** from land or water; or
   b. Removal, restoration, or replacement of polluted land or water.
2. **Tree Removal. We** will pay **your** reasonable expense, up to five hundred dollars ($500) per tree and one thousand dollars ($1,000) per occurrence for this Property – Additional Coverage, for the removal of trees fallen on the **residence premises** as a result of a Peril Insured Against, provided the tree(s) damage(s) a covered structure.
3. **Reasonable Repairs.**
   a. We will pay the reasonable cost incurred by **you** for the necessary

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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 pay only if that property is covered under this policy and the damage is caused by a Peril Insured Against.

This coverage does not increase the limit of liability that applies to the covered property or relieve **you** of **your** duties described in Property – Condition **2.d**. Duties After Loss.

4. **Trees, Shrubs, and Other Plants. We** cover trees, shrubs, plants, or lawns, **you** solely own at the location of 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.

   We will pay up to five hundred dollars ($500) per item and one thousand dollars per occurrence ($1,000) for this Property – Additional Coverage for all damaged trees, shrubs, plants, or lawns. **We** do not cover property illegally grown or grown for **business** purposes.
5. **Fire Department Service Charge. We** will pay up to five hundred dollars ($500) for this Property – Additional Coverage for reasonable and necessary fire department charges incurred by **you** when the fire department is called to save or protect covered property from a Peril Insured Against.

   No deductible applies to this coverage.
6. **Property Removed. We** insure covered property against direct loss from any cause while being removed from or returned to a premises endangered by a Peril Insured Against and for no more than sixty (60) days while removed. This coverage does not change the limit of liability that applies to the removed property.
7. **Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money.**
   a. We will pay up to one thousand dollars ($1,000) for this Property – Additional Coverage for:
      (1) The legal obligation of an **insured** to pay because of the theft or

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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.

No deductible applies to this coverage.

b. All loss resulting from a series of acts:

(1) Committed by any one person or group of persons acting in concert; or

(2) In which any one person or group of persons acting in concert is concerned or implicated;

is considered to be one (1) loss.

c. **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**.

d. If the coverage in **7.a.** 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 the amount **we** pay for the loss equals **our** limit of liability.

(2) If a suit is brought against an **insured** for liability under **7.a.(1)** or **(2)**, **we** will provide a defense at **our** expense by counsel of **our** choice.

(3) **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 **7.a.(3)**.

8. Loss Assessment.

a. **We** will pay up to the limit shown in the Declarations for this Property

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– Additional 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 Property Coverage A.

This coverage does not apply to assessments made as a result of damage caused by earthquake and other earthquake shocks, including land shock waves, or tremors before, during, or after volcanic activity. **We** do cover loss caused directly by fire, explosion, or theft resulting from earthquake and other earthquake shocks.

The limit shown in the Declarations is the most **we** will pay with respect to any one (1) loss, regardless of the number of assessments. **We** will apply only one (1) deductible, per unit, to the total amount of any one (1) loss to the property described above, regardless of the number of assessments.

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

c. Property – Condition **16.** Policy Period does not apply to this coverage.

9. Collapse.

a. With respect to this Property – 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 abrupt collapse of a building or any part of a building if the collapse was caused by one (1) or more of the following:

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(1) A Peril Insured Against under Property 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 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, animals, or people;
(5) Weight of rain which collects on a roof; or
(6) Use of defective material, methods or faulty, inadequate workmanship 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, footing, foundation, wall, floor, retaining wall, bulkhead, pier, wharf, or dock, whether any item is wholly or partially above or below ground, is not included under **9.b.(2)** through **(6)**, unless the loss is a direct result of the collapse of a building or any part of a building.

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

10. Glass or Safety Glazing Material.

a. We cover:
(1) The breakage of glass or safety glazing material which is part of a building, storm door, or storm window and covered under Property Coverage A; and
(2) 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 **10.a.(2)**; or
(2) To the **residence premises** if the building containing the **residence premises** has been **vacant** for more than sixty (60) consecutive days immediately before the loss.

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

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the damaged property.

11. **Landlord's Furnishings. We** will pay up to two thousand five hundred dollars ($2,500) for this Property – Additional Coverage for **your** appliances, carpeting, and other household furnishings, in each **apartment** on the **residence premises** rented or held for rental to others by an **insured**, for loss caused by a Peril Insured Against in Property Coverage C, other than Theft.
This limit is the most **we** will pay in any one (1) loss regardless of the number of appliances, carpeting, or other household furnishings involved in the loss.
This coverage does not increase the limit of liability that applies to the damaged covered property.
12. **Ordinance or Law.**
    a. **You** may use up to the percentage of Property Coverage A shown in the Declarations for this Property – Additional Coverage for the increased costs **you** incur due to the enforcement of any ordinance or law which requires or regulates:
        (1) The construction, demolition, remodeling, renovation, or repair of that part of property covered under Property Coverage A damaged by a Peril Insured Against;
        (2) The demolition and reconstruction of the undamaged part of property covered under Property Coverage A, when that property must be totally demolished because of damage by a Peril Insured Against to another part of that property covered under Property Coverage A; or
        (3) The remodeling, removal, or replacement of the portion of the undamaged part of property covered under Property Coverage A necessary to complete the remodeling, repair, or replacement of that part of the property covered under Property Coverage A 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 **12.a.**
    c. **We** do not cover:
        (1) Stigma damage or any actual or perceived reduction or diminution in value to any property covered under Property Coverage A due to the requirements of any ordinance or law; or
        (2) The costs to comply with any ordinance or law which requires an

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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 property covered under Property Coverage A.

d. The most **we** will pay for any increased costs to comply with any ordinance or law that becomes effective after the date of loss is five thousand dollars ($5,000).

13. **Grave Markers. We** will pay up to five thousand dollars ($5,000) for grave markers, including mausoleums, on or away from the **residence premises** for loss caused by a Peril Insured Against under Property Coverage C.
    This coverage does not increase the limits of liability that apply to the damaged covered property.
14. **Personal Records and Data Replacement. We** will pay up to one thousand five hundred dollars ($1,500) for this Property – Additional Coverage to research, replace, or restore personal records or data lost as a result of a Peril Insured Against. This limit includes replacing or restoring information from the lost or damaged material, including blank recording, storage media, and prerecorded computer programs available on the retail market.
    We will pay only when the records or data are replaced or re-created.
15. **Inflation Coverage. We** may adjust the limits of liability for Property Coverage A at the beginning of each successive policy term to reflect estimated increases in rebuilding costs for **your residence premises**. **We** may also adjust the limits of liability for Property Coverages C and D. The rules then in use by **us** will determine the new amounts for these coverages.
    Payment of the required premium when due for the successive policy term will be sufficient to indicate **your** acceptance of the adjusted increased limits.
    We will also adjust the limits of liability at the time of a loss by the same percentage pro-rated from the effective date of the policy period or the effective date of change if **you** have requested a change to the limit of liability for Property Coverage A during the policy period.
16. **Limited Fungi or Other Microbes Remediation.**
    a. If a loss covered under the Property Coverage Section results in **fungi** or other microbes, **we** will pay up to the limit shown in the Declarations for this Property – Additional Coverage for:
    (1) Remediation of the **fungi** or other microbes. This includes

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payment for the reasonable and necessary cost to:

(a) Remove the **fungi** or other microbes from covered property or to repair, restore, or replace that property; and

(b) Tear out and replace any part of the building as needed to gain access to the **fungi** or other microbes;

(2) Any reasonable and necessary:

(a) Increase in living expense **you** incur; or

(b) Loss of fair rental value;

as covered under Property Coverage D – Loss of Use, if the **fungi** or other microbes makes the **residence premises** not fit to live in; and

(3) Any reasonable and necessary testing or monitoring of air or property to confirm the absence, presence, or level of the **fungi** or other microbes, whether performed prior to, during, or after removal, repair, restoration, or replacement.

b. **We** will pay under this Property – 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** or other microbes.

c. The most **we** will pay under this Property – Additional Coverage is the limit of liability shown in the Declarations for Limited **Fungi** or Other Microbes Remediation. This is the most **we** will pay for the total of all loss or costs during the policy period regardless of the:

(1) Number of locations or items of property insured under this policy; or

(2) Number of losses or claims made.

Any amount payable under Property Coverage D as described in **16.a.(2)** of this Property – Additional Coverage is included within the limit of liability shown in the Declarations for Limited **Fungi** or Other Microbes Remediation.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by **fungi** or other microbes, loss payment will not be limited by the terms of this Property – Additional Coverage, except to the extent that **fungi** or other microbes cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Property – Additional Coverage.

e. This coverage does not increase the limit of liability that applies to:

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(1) The damaged property; or
(2) Property Coverage D – Loss of Use.

All other provisions of this policy apply to Property – Additional Coverages.

Property – Exclusions

A. **We** do not insure for any direct or indirect loss or damage caused by, resulting from, contributing to, or aggravated by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event:

(1) Results in widespread damage;
(2) Affects a substantial area; or
(3) Occurs gradually or suddenly.

These exclusions also apply whether or not the loss event arises from:

(1) Any acts of nature;
(2) Any human action or inaction;
(3) The forces of animals, plants or other living or dead organisms; or
(4) Any other natural or artificial process.

1. **Ordinance or Law,** meaning 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 under Property – Additional Coverage **12.** Ordinance or Law;
   b. The requirements of which result in stigma damage or any actual or perceived reduction or diminution in value to property; or
   c. Requiring an **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

   This exclusion applies whether or not the property has been physically damaged.

2. **Earth Movement,** meaning:
   a. Earthquake and other earthquake shocks, including land shock waves or tremors before, during, or after volcanic activity;
   b. Volcano activity, including:

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(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;
e. Subsidence;
f. Excavation;
g. Erosion; or
h. Any expansion, shifting, rising, sinking, contracting, or settling of the earth, soil, or land.

This exclusion applies whether or not the earth, soil, or land is combined or mixed with water or any other liquid or natural or man-made material.

We do cover loss caused directly by fire, explosion, or theft resulting from any earth movement.

3. **Water,** meaning any:
   a. Flood, surface water, ground water, subsurface water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, whether a result of precipitation or driven by wind;
   b. Water or water borne material that enters through or backs up from a sewer or drain, or which discharges or overflows from a sump, sump pump, related equipment, or any other system designed to remove surface or subsurface water which is drained from the foundation area;
   c. Water or water borne material located below the surface of the ground including water or water borne material:
      (1) Which exerts pressure on, 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; or
      (2) Which causes earth movement; or
   d. Overflow, release, migration, or discharge of water in any manner from a dam, levee, dike, hurricane barrier, or any water or flood control device.

   We do cover loss caused directly by fire, explosion, or theft resulting

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from water.

4. **Power Failure,** meaning the failure of power or other utility service if the failure takes place off the **residence premises**.
   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.
5. **Neglect,** meaning 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. Declared or 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, even if the discharge is accidental, will be deemed a warlike act.
7. **Nuclear Hazard,** meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
   Loss caused by nuclear reaction, radiation, or radioactive contamination is not considered loss caused by fire, explosion, or smoke.
   We do cover loss caused directly by fire resulting from any nuclear hazard.
8. **Illegal Activities or Operations,** meaning:
   a. Illegal growing of plants or the illegal raising or keeping of animals;
   b. Illegal manufacture, production, operation, or processing of chemical, biological, animal, or plant materials or any other natural or synthetic substance.
   This exclusion applies whether or not the illegal activities or operations described above were known to or within the control of an **insured**.
   We do cover loss caused directly by fire or explosion resulting from any illegal activities or operations described in **8.a.** and **b.**
9. **Intentional Loss,** meaning any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss.
   In the event of such loss, no **insured** is entitled to coverage, even **insureds** who did not commit or conspire to commit the act causing the loss.
10. **Governmental Action,** meaning the destruction, confiscation, or seizure of property described in Property Coverages A or C by order of any governmental or public authority.

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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.

11. **Fungi or Other Microbes,** meaning 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** or other microbes remediation coverage that may be afforded under Property – Additional Coverage **16.** Limited **Fungi** or Other Microbes Remediation; or
    b. **Fungi** or other microbes that results from fire or lightning.
12. **Seepage or Leakage,** meaning constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of weeks, months, or years.
    This exclusion applies regardless of the source from which the water, steam, or condensation seeped or leaked.

B. **We** do not insure for loss to property described in Property Coverage A caused by any of the following. However, any ensuing loss to property described in Property Coverage A not excluded by any other provision in this policy is covered.
    1. **Weather conditions.** This exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Property – Exclusion **A.** 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, or siting;
        b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or 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

1. **Insurable Interest and Limit of Liability.** Even if more than one (1)

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

a. To an **insured** for more than the amount of such **insured's** interest at the time of loss; or

b. For more than the applicable limit of liability.

2. **Duties After Loss.** In case of a loss to covered property, **we** have no duty to provide coverage under this policy if the following duties are not performed. These duties must be performed either by **you**, an **insured** seeking coverage, or a representative of either.

a. Give **us** prompt notice. With respect to a loss caused by the peril of windstorm or hail, that notice must occur no later than one (1) year after the date of loss;

b. Notify the police in case of loss by theft;

c. Notify the credit card, or electronic fund transfer card, or access device company in case of loss as provided for in Property – Additional Coverage **7.** Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery, and Counterfeit Money;

d. Protect the property from further damage. If repairs to the property are required, **you** must:

(1) Make reasonable and necessary repairs to protect the property; and

(2) Keep an accurate record of repair expenses;

e. Cooperate with **us** in the investigation of a claim;

f. Prepare an inventory of damaged personal property showing the quantity, description, value, and amount of loss. Attach all bills, receipts, and related documents that justify the figures in the inventory;

g. As often as **we** reasonably require:

(1) Show the damaged property;

(2) Provide **us** with records and documents **we** request and permit **us** to make copies; and

(3) Submit to examination under oath, while not in the presence of another **insured**, and sign the same; and

h. 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:

(1) The time and cause of loss;

(2) The interest of all **insureds** and all others in the property involved and all liens on the property;

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(3) Other insurance which may cover the loss;
(4) Changes in title or occupancy of the property during the term of the policy;
(5) Specifications of damaged buildings and detailed repair estimates;
(6) The inventory of damaged personal property described in **2.f.**;
(7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
(8) Evidence or affidavit that supports a claim under Property – Additional Coverage **7.** Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money, stating the amount and cause of loss.

3. **Loss Settlement.** In this Property – Condition, 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 Property – Additional Coverage **12.** Ordinance or Law. Covered property losses are settled as follows:
Eligible Property. Covered losses to the following property are settled at replacement cost at the time of the loss:
a. Property described in Property Coverage C – Personal Property;
b. Awnings, carpeting, household appliances, outdoor antennas, and outdoor equipment, whether or not attached to buildings, if covered in this policy; and
c. Property of the following types:
(1) Jewelry;
(2) Furs and garments:
(a) Trimmed with fur; or
(b) Consisting principally of fur;
(3) Silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware, and pewterware. This does not include:
(a) Pens or pencils;
(b) Flasks;
(c) Smoking implements or accessories; or
(d) Jewelry;
(4) Cameras, projection machines, and related articles of equipment;
(5) Musical instruments and related equipment; and
(6) Golfer's equipment including golf clubs, golf clothing, and

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related equipment;

if separately described and specifically insured in this policy and not subject to agreed value loss settlement.

Personal Property Replacement Cost Loss Settlement will not apply to other classes of property separately described and specifically insured.

Ineligible Property. Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace:

a. Antiques and similar articles of rarity or antiquity which cannot be replaced;

b. Fine arts including paintings, etchings, drawings, lithographs, photographs, sculptures, and other bona fide works of art of rarity, historical value, or artistic merit;

c. Memorabilia, souvenirs, and similar articles whose age or history contribute to their value;

d. Collectibles including figurines, glassware, marble, porcelains, statuary, and similar articles;

e. Articles not maintained in good or workable condition; and

f. Articles that are outdated or obsolete and are stored or not being used.

Replacement Cost Loss Settlement Condition. The following loss settlement condition applies to all property described under Eligible Property:

a. **We** will pay no more than the least of the following amounts:

(1) Replacement cost at the time of loss;

(2) The full cost of repair at the time of loss;

(3) The limit of liability that applies to Property Coverage C – Personal Property, if applicable;

(4) Any applicable Special Limits of Liability stated in this policy; or

(5) For loss to any item described under Eligible Property **c.(1)** through **c.(6)**, the limit of liability that applies to the item.

If the replacement cost for the property described under Eligible Property is more than five thousand dollars ($5,000), we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.

b. Property Coverage A:

(1) If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace; or

(2) If the damage is not repaired or replaced within a reasonable

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

c. The amount **we** will pay to settle a covered loss does not include compensation for stigma damage or any actual or perceived reduction or diminution in value of such property that may remain after repair or replacement.

4. **Loss Deductible.** Unless otherwise stated in this policy, the following deductible provision applies:
   a. Subject to the policy limits that apply, **we** will pay only that part of the total of all loss payable under the Property Coverage Section that exceeds the deductible amount shown in the Declarations.
   b. If two (2) or more deductibles under this policy apply to the same loss, the total amount of all deductibles applied to the loss will not exceed the amount of the largest applicable deductible.
5. **Loss to a Pair or Set.** In case of loss to a pair or set, **we** may elect to:
   a. Repair or replace any part to restore the pair or set to its value before the loss; or
   b. Pay the difference between actual cash value of the property before and after the loss.

   Property – Condition **3.** Loss Settlement **c.** does not apply to this Condition.
6. **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:
   a. Reach an agreement with **you**;
   b. There is an entry of a final judgment; or
   c. There is a filing of an appraisal award with **us**.
7. **Appraisal.** If **you** and **we** fail to agree on the amount of loss, either party 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 report of an agreement to **us**, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two (2) will

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set the amount of loss.

Each party will:

a. Pay its own appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

8. **Other Insurance and Service Agreement.** If a loss covered by this policy is also covered by:
   a. Other insurance, except insurance in the name of a corporation or association of property owners, **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
   b. A service agreement, except a service agreement in the name of a corporation or association of property owners, the coverage provided under this policy 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.

   If, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance will be excess over the amount recoverable under such other insurance or service agreement.
9. **Suit Against Us.** No action can be brought against **us** unless there has been full compliance with all of the terms under the Property Coverage Section of this policy and the action is started within two (2) years after the date of loss.
10. **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.
11. **Abandonment of Property. We** need not accept any property abandoned by an **insured**.
12. **Mortgage Clause.**
    a. If a mortgagee is named in this policy, any loss payable under Property Coverage A will be paid to the mortgagee and **you**, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
    b. If **we** deny **your** claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

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(1) Notifies **us** of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;
(2) Pays any premium due under this policy on demand if **you** have neglected to pay the premium; and
(3) Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so. Property Conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

c. If **we** decide to cancel or not to renew this policy, the mortgagee will be notified at least ten (10) days before the date cancellation or nonrenewal takes effect.

d. If **we** pay the mortgagee for any loss and deny payment to **you**:
(1) **We** are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
(2) 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.

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

13. **No Benefit to Bailee. We** will not recognize 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.
14. **Recovered Property.** If **you** or **we** recover any property for which **we** have made payment under this policy, **you** or **we** will notify the other of the recovery. At **your** option, the property will be returned to or retained by **you** or it will become **our** property. If the recovered property is returned to or retained by **you**, the loss payment will be adjusted based on the amount **you** received for the recovered property.
15. **Salvage. We** have the option to take the salvage or remnant part of any covered property for which **we** have made a loss payment for the actual cash value or the replacement cost of the damaged covered property. At **our** option, **we** may allow **you** to retain damaged property and will adjust any loss payment by the agreed or appraised value of the salvage or remnant portion of the damaged property.
16. **Policy Period.** This policy applies only to loss which occurs during the policy period.
17. **Concealment or Fraud. We** provide coverage to no **insureds** under this

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policy if, whether before or after a loss, an **insured** has:

a. Intentionally concealed or misrepresented any material fact or circumstance;

b. Engaged in fraudulent conduct; or

c. Made false statements; relating to this insurance.

18. **Premises Alarm, Security, or Fire Protection System.** When Protective Devices Credit is shown in the Declarations, **you** agree to maintain any alarm, security, or automatic protection systems, including fire and sprinkler system(s), in working order. **You** also agree to advise **us** promptly of any change, including removal, made to any of these system(s).

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Liability Coverage Section

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Liability 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. Damages include prejudgment interest awarded against an **insured**; and
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** is exhausted by the payment of a judgment or settlement.

Liability Coverage F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three (3) years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, optical, dental, ambulance, hospital, professional nursing, prosthetic devices, chiropractic, rehabilitative, extended care, 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 an **insured location** with the permission of an **insured**; or
2. To a person off an **insured location**, if the **bodily injury**:
   a. Arises out of a condition on an **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**; or

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d. Is caused by an animal owned by or in the care of an **insured**.

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Liability – Additional Coverages

Unless otherwise stated, **we** cover the following in addition to the Liability Coverage E and Liability Coverage F limits of liability:

1. **Claim Expenses. We** pay:
   a. Expenses **we** incur and costs taxed against an **insured** in any suit **we** defend;
   b. 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;
   c. Reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to two hundred fifty dollars ($250) per day, for assisting **us** in the investigation or defense of a claim or suit; and
   d. 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.
2. **First Aid Expenses. We** will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. **We** will not pay for first aid to an **insured**.
3. **Damage to Property of Others. We** will pay replacement cost per **occurrence** for **property damage** to property of others caused by an **insured**, up to one thousand dollars ($1,000) for this Liability – Additional Coverages.
   We will not pay for **property damage**:
   a. To the extent of any amount recoverable under the Property Coverage Section of this policy;
   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 roomer, boarder, tenant, or other occupant who provides compensation to an **insured** for use of all or part of the **residence premises** including property of any guests of any roomer, boarder, tenant, or other occupant;
   e. To property owned by or rented to a resident in **your** household; or

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f. 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 an **insured location**; or

(3) The ownership, maintenance, occupancy, operation, use, loading, or unloading of **aircraft**, hovercraft, watercraft, or **motor vehicles**.

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Exclusion **f.(3)** does not apply to a **motor vehicle** that is:

(a) Designed for recreational use off public roads;

(b) Not owned by an **insured**; and

(c) At the time and place of an **occurrence**, ~~is~~ not required by law, or regulation issued by a government agency, to have been registered for it to be used at the place of the **occurrence**.

4. Loss Assessment. We will pay up to the limit shown in the Declarations for this Liability - Additional Coverages 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 under the Liability Coverage Section of this policy; 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.

Liability - Condition **9.** Policy Period does not apply to this coverage. Regardless of the number of assessments, the limit shown in the Declarations for this Liability - Additional Coverages 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;

b. A covered act involving one (1) or more than one (1) director, officer, or trustee; or

c. Repeated acts by one (1) or more than one (1) director, officer, or trustee.

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Repeated acts will be considered a single covered act.
We do not cover assessments charged against **you** or a corporation or association of property owners by any governmental body.

5. **Property Damage Coverage for Military Personnel and United States Government Employees.**
   If an **insured** is a:
   a. United States government employee; or
   b. Member of the United States Military;
   we agree to pay for **property damage** to United States government property, for which an **insured** is legally responsible under applicable rules or regulations.
   We will pay no more than replacement cost for **property damage** arising out of an **occurrence**. Replacement cost is the amount necessary to repair or replace the damaged property without deduction for depreciation, subject to the limit of liability for this Liability – Additional Coverages.
   The most **we** will pay for all damages resulting from any one (1) **occurrence** will not exceed two (2) months military basic pay or government issued salary for the **insured**, as of the time of the **occurrence**.
   We will not pay for **property damage** to:
   a. **Aircraft**;
   b. Hovercraft;
   c. **Motor vehicles**;
   d. Watercraft; or
   e. Weapons.
   We will not pay for **property damage**:
   a. To the extent of any amount payable under the Property Coverage Section of this policy; or
   b. Caused intentionally by any **insured** who is thirteen (13) years of age or older.

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Liability – Exclusions

A. Liability Coverage E – Personal Liability and Coverage F – Medical Payments to Others.
Liability Coverages E and F do not apply to the following:

1. **Aircraft Liability.**

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This exclusion does 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**.

2. **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 **A.2.** applies 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**.

   Exclusion **A.2.** does not apply to:

   a. The rental or holding for rental of an **insured location**:

      (1) Used, in whole or in part, as a temporary place to stay for a total of thirty (30) days or less during the twelve (12) consecutive months prior to an **occurrence**;

      (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, boarders, or tenants;

      (3) In part, as an office, studio, or private garage;

      (4) If the **insured location** is shown in the Declarations as an Additional Residence Rented to Others; or

      (5) If the **insured location** is shown in the Declarations as Structures Rented to Others;

   b. The rental or holding for rental of the **residence premises** on a regular basis if Unit Owners Rental is shown in the Declarations;

   c. An **insured** under the age of eighteen (18) years involved in a part-time or occasional, self-employed **business** with no employees;

   d. One (1) or more activities, for which no insured receives more than five thousand dollars ($5,000) in total compensation during the twelve (12) consecutive months prior to an occurrence.

3. **Bodily injury** or **property damage** arising out of the actual, alleged, or threatened transmission of a communicable disease or illness by an **insured**. This exclusion applies whether the transmission was voluntary or involuntary or whether an **insured** knew or should have known that the infected person was infected with the disease or illness.

4. **Bodily injury** or **property damage** caused by an animal owned by or in the care, custody, or control of an **insured** or a guest of an **insured** or, in the care, custody, or control of a roomer, boarder, tenant, resident, **residence employee**, or guest of such roomer, boarder, tenant, or other

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occupant of the **residence premises** that is:

a. Wild by birth or by nature or a species not customarily domesticated;
b. Illegal to acquire, own, or keep;
c. A bird of prey;
d. Venomous or poisonous; or
e. A non-human primate.

5. **Bodily injury** or **property damage** which is expected or intended by an **insured** even if the resulting **bodily injury** or **property damage** is:
   a. Of a different kind, quality, or degree than initially expected or intended; or
   b. Sustained by a different person, entity, real, or personal property than initially expected or intended.

   This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force by an **insured** to protect persons or property.
6. **Bodily injury** or **property damage** arising out of the escape or release of fuel from a **fuel system**. This exclusion applies to any:
   a. Supervision, instructions, recommendations, warnings, or advice given in connection with the above;
   b. Obligation to share damages, losses, costs, payments, or expenses with or repay someone else who must make payment because of such **bodily injury** or **property damage**, damages, loss, cost, payment, or expense; or
   c. 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.

   This exclusion does not apply to **bodily injury** or **property damage** arising out of fire or explosion that results from such escaped or released fuel.
7. **Bodily injury** or **property damage** arising out of the actual or alleged presence of or actual, alleged, or threatened dispersal, release, ingestion, inhalation, contact with, or exposure to, whether directly or indirectly, by **fungi** or other microbes. This includes any:
   a. Supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or that allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, whether directly or indirectly, **fungi** or other microbes, or the activities described in **7.c.** below;
   b. Obligation to share with or repay another who must pay damages

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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**;

c. 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 **fungi** or other microbes; and

d. Liability imposed upon any **insured** by any governmental authority for **bodily injury** or **property damage** arising out of, whether directly or indirectly, **fungi** or other microbes.

8. **Bodily injury** or **property damage** arising out of any oral, written, electronic, digital, or other means of communication, publication, or physical action that:
   a. Is directed at or to an individual or group of individuals; and
   b. Includes content, material, or action that is or is perceived as:
      (1) Bullying, harassing, degrading, intimidating, threatening, tormenting, or otherwise abusive; or
      (2) Causing or having caused emotional or psychological distress or fear of imminent harm or death.

   This exclusion applies whether or not the communication, publication, or action is:
   a. Composed, created, sent, or performed by an **insured**;
   b. Part of a series of communications, publications, or actions;
   c. Directed at or to the person who suffered **bodily injury** or **property damage**;
   d. Expected or intended to cause emotional, mental, or physical harm to an individual; or
   e. Intended to be public or private.
9. **Hovercraft Liability.**
   This exclusion does 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**.
10. **Bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Illegal or Controlled Substances include but are not limited to cocaine, heroin, LSD, methamphetamines, marijuana, and all narcotic drugs.
    This exclusion does not apply to the lawful use of prescription drugs by a

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person following the orders of a licensed healthcare provider.

11. **Bodily injury** or **property damage** arising out of the:
    a. Illegal growing of plants or the illegal raising or keeping of animals; or
    b. Illegal manufacture, production, operation, or processing of chemical, biological, animal, or plant materials.

    This exclusion applies whether or not the illegal activities described above were within the control or knowledge of an **insured**.
12. **Bodily injury** or **property damage** arising out of the actual or alleged presence of 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 to any:
    a. Supervision, instructions, recommendations, warnings, or advice given in connection with the above;
    b. Obligation to share damages, losses, costs, payments, or expenses with or repay someone else who must make payment because of such **bodily injury** or **property damage**, damages, loss, cost, payment, or expense;
    c. Request, order, or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effect of lead, lead pigment, lead compounds or materials, or substances containing lead in any form; or
    d. Loss, cost, payment, or expense related to any claim, suit, order, defense, demand, or investigation of any kind incurred in connection with the above.
13. **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**.

    This exclusion does 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**.
14. **Bodily injury** or **property damage** arising out of **motor vehicle liability** if, at the time and place of an occurrence, the involved **motor vehicle** is:
    a. Registered for use on public roads or property;
    b. Not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government

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agency, for it to be lawfully used at the place of the **occurrence**; or

c. Being:

(1) Operated in, or practicing for, any prearranged or organized race, speed contest, or other competition;

(2) Rented to others;

(3) Used by a roomer, boarder, tenant, or other occupant who provide compensation to an **insured** for use of all or part of the **residence premises** including guests of any such roomers, boarders, tenants, or other occupants;

(4) Used, or during the period of time it is available for hire, as a public or livery conveyance whether or not there is:

(a) A passenger in, upon, or getting in, on, out, or off the vehicle; or

(b) Property being transported for a fee in or upon the vehicle; or

(5) Used for any other **business** purpose except for a motorized golf cart used for incidental **business** entertainment while on a golfing facility.

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If **motor vehicle liability** is not excluded under Liability - Exclusion **14.a.-c.** Liability Coverages E and F still do not apply to **motor vehicle liability** unless at the time of an **occurrence**, the involved **motor vehicle** is:

a. In dead storage on an **insured location**;

b. Used solely to service an **insured's** residence;

c. 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**;

d. 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:

(a) On an **insured location**; or

(b) Off all **insured locations** and the **motor vehicle** is:

(i) Designed as a toy vehicle to be ridden in or upon by children under seven (7) years of age;

(ii) Powered by one (1) or more batteries; or

(iii) Not built or modified after manufacture to exceed a speed of five (5) miles per hour on level ground; or

e. A motorized golf cart that is owned by an **insured**, designed to carry

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up to four (4) persons, not built or modified after manufacture to exceed a speed of twenty-five (25) miles per hour on level ground and, at the time of an **occurrence**, is within the legal boundaries of:

(1) A golfing facility and is parked or stored there, or being used by an **insured** to:

(a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

(b) Travel to or from an area where **motor vehicles** or golf carts are parked or stored; or

(c) Cross public roads at designated points to access other parts of the golfing facility; or

(2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an **insured's** residence.

This exclusion does 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**.

15. **Bodily injury** or **property damage** arising out of the rendering of, or failure to render professional services.
16. **Bodily injury** or **property damage** arising out of sexual molestation, corporal punishment, or physical or mental abuse.
17. **Bodily injury** or **property damage** caused directly or indirectly by war, including the following and any consequence of any of the following:
    a. Declared or undeclared war, civil war, acts of terrorism, 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, even if the discharge is accidental, will be deemed a warlike act.
18. **Watercraft liability** if, at the time and place 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 by a roomer, boarder, tenant, or other occupant who provides compensation to an **insured** for use of all or part of the **residence premises** including guests of any such roomers, boarders, tenants, or

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other occupants;

d. Used, or during the period of time it is available for hire, as a public or livery conveyance whether or not there is:

(1) A passenger in, upon, or getting in, on, out, or off the watercraft; or

(2) Property being transported for a fee in or upon the watercraft; or

e. Used for any other **business** purpose.

If **watercraft liability** is not excluded under Liability - Exclusion **18.a.-e.**, Liability Coverages E and F still do not apply to **watercraft liability** unless, at the time of an **occurrence**, the involved watercraft is:

a. Stored;

b. 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**;

c. 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) Fifty (50) total horsepower or less; or

(b) More than fifty (50) horsepower if the outboard engine or motor is not owned by an **insured**;

(c) More than fifty (50) horsepower if the outboard engine or motor is owned by an **insured** who acquired it during the policy period; or

(d) More than fifty (50) 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 exceptions in **18.c.(2)(c)** and **(d)** apply for the policy period.

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

This exclusion does not apply to **bodily injury** to a **residence employee**

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arising out of and in the course of the **residence employee's** employment by an **insured**.

19. **Trampoline Liability.**
    Bodily injury or property damage or arising from or in any way involving, directly or indirectly, any trampoline, bounce house or inflatable slide, regardless of cause. We shall have no duty to investigate, defend, or indemnify any claim or suit seeking such damages.

B. Liability Coverage E – Personal Liability.

Liability Coverage E does not apply to the following:

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 Liability - Additional Coverages **4.** Loss Assessment;
   b. Under any contract or agreement entered into by an **insured**. This exclusion does not apply to written contracts:
      (1) That directly relate to the ownership, maintenance, or use of an **insured location**; or
      (2) In which the liability of others is assumed by the **insured** prior to an **occurrence**;

   unless excluded in **1.a.** or elsewhere in this policy;
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, water, 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:
      (1) Nuclear Energy Liability Insurance Association;
      (2) Mutual Atomic Energy Liability Underwriters;
      (3) Nuclear Insurance Association of Canada;

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or any of their successors; or

b. Would be an insured under that policy but for the exhaustion of its limit of liability;

6. **Bodily injury** to **you** or an **insured** as defined in Definition ~~8~~**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**; or

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.

C. Liability Coverage F – Medical Payments to Others.

Liability Coverage F does not apply to **bodily injury**:

1. To a **residence employee** if the **bodily injury**:

a. Occurs off an **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, residing on any part of an **insured location**.

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Liability – Conditions

1. **Limit of Liability. Our** total liability under Liability Coverage E for all damages resulting from any one (1) **occurrence** will not be more than the limit of liability for Liability Coverage E 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 will be considered to be the result of one (1) **occurrence**.
   Our total liability under Liability 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 Liability Coverage F limit of liability shown in the Declarations.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This Liability – Condition will not increase **our** limit of liability for any one (1) **occurrence**.
3. **Duties After Occurrence.** In the event 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 **you** fail to comply with the following duties:
   a. Give **us** written notice as soon as is practical, which sets forth:
      (1) The identity of the policy and the named **insured** shown in the Declarations;
      (2) Reasonably available information on the time, place, and circumstances of the **occurrence**; and
      (3) Names and addresses of any claimants and witnesses;
   b. Cooperate with **us** in the investigation, settlement, or defense of any claim or suit;
   c. Promptly forward to **us** every notice, demand, summons, or other process relating to the **occurrence**;
   d. At **our** request, help **us**:
      (1) To make settlement;
      (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;
      (3) With the conduct of suits and attend hearings and trials; and
      (4) To secure and give evidence and obtain the attendance of witnesses;

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e. With respect to Liability - Additional Coverages **3.** Damage to Property of Others, 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;

f. With respect to Liability - Additional Coverages **5.** Property Damage Coverage for Military Personnel and United States Government Employees, 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; and

g. No **insured** will, 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**.

4. **Duties of an Injured Person - Liability Coverage F - Medical Payments to Others.**
   a. The injured person or someone acting for the injured person will:
      (1) Give **us** written proof of claim, under oath if required, as soon as is practical; and
      (2) Authorize **us** to obtain copies of medical reports and records.
   b. The injured person will submit to a physical exam by a doctor of **our** choice when and as often as **we** reasonably require.
5. **Payment of Claim - Liability Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an **insured** or **us**.
6. **Suit Against Us.** No action can be brought against **us** unless there has been full compliance with all of the terms under the Liability Coverage Section of this policy.
   No one will have the right to join **us** as a party to any action against an **insured**.
   Also, no action with respect to Liability Coverage E can be brought against **us** until the obligation of such **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an **insured** will not relieve **us** of **our** obligations under this policy.
8. **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.
9. **Policy Period.** This policy applies only to **bodily injury** or **property damage** which occurs during the policy period.
10. **Concealment or Fraud. We** do not provide coverage to an **insured** who,

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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.

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California Special Provisions

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Notice

Throughout this policy, the term spouse includes an individual registered under California law as a domestic partner with the named **insured** shown in the Declarations.

Definitions

The following is added under any provision which uses the term **actual cash value**:

Actual cash value for a total or partial loss to a building or structure covered under Property Coverages A or B (if applicable), or a total or partial loss to contents covered under Property Coverage C, is calculated as the lesser of the policy limit or the amount it would cost to repair or replace covered property, at the time of loss, with material of like kind and quality, subject to a deduction for physical depreciation.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

Policy Conditions

4. **Cancellation** is replaced by the following:
   4. **Cancellation.** This policy may be cancelled during the policy period as follows:
      a. A named **insured** shown in the Declarations may cancel this policy by:
         (1) Returning this policy to **us**; or
         (2) Giving **us** advance notice of the date cancellation is to take effect.

      We may accept another form of notice from a named **insured**. The cancellation by a named **insured** will be binding on any other named **insured**.

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b. **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**, electronically transmitted to **you**, if permissible by law, or mailed to **you** at **your** mailing address shown in the Declarations. Proof of mailing or electronic transmission will be sufficient proof of notice. **We** will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

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(1) 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;

(2) When this policy has been in effect for less than sixty (60) days and is not a renewal with **us**, **we** may cancel for any reason, except as provided below, by letting **you** know at least twenty (20) days before the date cancellation takes effect.

We may not cancel this policy solely because:

(a) **You** accepted an offer of earthquake coverage;

(b) Corrosive soil conditions exist on the **residence premises**. This paragraph **4.b.(2)(b)** applies only if this policy includes one (1) or more of the following, which exclude loss caused by corrosive soil conditions:

(i) Condominium Unit Owners Policy;

(c) **You** cancelled or did not renew an earthquake policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, **we** may cancel this policy if **you** have accepted a new or renewal policy issued by the CEA that included an earthquake policy premium surcharge, but **you** failed to pay the earthquake policy premium surcharge authorized by the CEA.

However, in the event of a total loss to the **residence premises**, **we** will not cancel while any structure at that location is being rebuilt except for the reasons stated in paragraphs **b.(1)** and **b.(3)** of this Policy Condition **4.** Cancellation.

(3) When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with **us**, **we** may cancel if there has been:

(a) Conviction of a crime having as one (1) of its necessary elements an act increasing the hazard insured against; or

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(b) Discovery of fraud or material misrepresentation by:
  (i) Any **insured** or his or her representative in obtaining this insurance; or
  (ii) **You** or **your** representative in pursuing a claim under this policy; or
(c) Discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against; or
(d) Physical changes in the property insured against which result in the property becoming uninsurable.
However, **we** may not cancel this policy solely because:
  (i) Physical changes occur due to a total loss; or
  (ii) Corrosive soil conditions exist on the **residence premises** if this policy includes one (1) or more of the following, which exclude loss caused by corrosive soil conditions:
    1) Condominium Unit Owners Policy;
(e) Acceptance of a new or renewal policy, issued by the CEA that included an earthquake policy premium surcharge, but **you** failed to pay the earthquake policy premium surcharge authorized by the CEA.

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

We will not cancel this policy for a property located in any ZIP code within or adjacent to the fire perimeter, for one (1) year after a state of emergency declaration as defined in Section 8558 of the Government Code of the State of California if cancellation is based solely on the fact that the insured structure is located in an area in which a wildfire has occurred. This provision applies if this policy is in effect at the time of the state of emergency declaration.

However, the above provision does not apply in any of the following circumstances:

(1) If willful or grossly negligent acts or omissions by the named **insured**, or his or her representative, are discovered that materially increase any of the risks insured against;
(2) If losses unrelated to the post disaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal;

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(3) If there are physical or risk changes to the insured property beyond the catastrophe-damaged condition of the structures and surface landscape that result in the property being uninsurable.

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

d. If, when **we** cancel this policy, the return premium is not refunded with the notice of cancellation, **we** will refund it within twenty-five (25) days after the date cancellation takes effect. If, when **you** cancel this policy, the return premium is not refunded when this policy is returned to **us**, **we** will refund it within twenty-five (25) days of the date when **we** receive **your** notice of cancellation.

5. **Nonrenewal** is replaced by the following:

5. Nonrenewal.

a. **We** may elect not to renew this policy, subject to the provisions of **5.b.** **We** may do so by delivering to **you**, electronically transmitting to **you**, if permissible by law, or mailing to **you** at **your** mailing address shown in the Declarations, written notice at least seventy-five (75) days before the expiration date of this policy. Proof of mailing or electronic submission will be sufficient proof of notice. **We** will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

b. **We** will not refuse to renew this policy:

(1) Solely because **you** accepted an offer of earthquake coverage. However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. **We** may elect not to renew this policy after **you** have accepted an offer of earthquake coverage if one (1) or more of the following reasons apply:

(a) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(b) The Commissioner of Insurance finds that the exposure to potential losses will threaten **our** solvency or place **us** in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which **we** make claims payments for losses resulting from an earthquake that

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occurred within the preceding two (2) years and that required a reduction in policyholder surplus of at least twenty-five percent (25%) for payment of those claims; or

(c) **We** have:

(i) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(ii) Experienced a substantial increase in the premium charged for reinsurance coverage of **our** residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in **our** reinsurance position.

(2) Solely because **you** cancelled or did not renew an earthquake policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge;

(3) Solely because corrosive soil conditions exist on the **residence premises**. This paragraph **5.b.(3)** applies only if this policy includes one (1) or more of the following, which exclude loss caused by corrosive soil conditions:

(a) Condominium Unit Owners Policy;

(4) Solely on the grounds that a claim is pending under the policy unless such claim is made under coverage for loss caused by an earthquake;

(5) Solely on the basis of an **insured's** age; or

(6) Solely because the insured structure is located in an area in which a wildfire has occurred. This paragraph 5.b.(6) applies:

(a) If the insured structure is located in a ZIP code determined to be within or adjacent to the fire perimeter;

(b) Only for one (1) year after a state of emergency declaration, as defined in Section 8558 of the Government Code of the State of California; and

(c) If this policy is in effect at the time of the state of emergency declaration.

However, paragraph **5.b.(6)** does not apply in any of the following circumstances:

(a) If willful or grossly negligent acts or omissions by the named insured, or his or her representative, are discovered that materially increase any of the risks insured against;

(b) If losses unrelated to the post disaster loss condition of the

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property have occurred that would collectively render the risk ineligible for renewal;

(c) If there are physical or risk changes to the insured property beyond the catastrophe-damaged condition of the structures and surface landscape that result in the property being uninsurable.

c. Unless paragraph **b.(1)** or **b.(3)** under **4. Cancellation** apply, in the event of a total loss to the **residence premises**, **we** shall offer to renew this policy for at least the next two (2) annual renewal periods, but no less than twenty-four (24) months of coverage from the date of loss, if:

(1) The total loss of the primary insured structure was caused by a disaster as defined in subdivision (b) of Section 1689.14 of the Civil Code;

(2) The loss was not due to the **insured's** negligence; and

(3) Losses have not occurred subsequent to the disaster-related total loss that relate to physical or risk changes to the insured property that result in the insured property becoming uninsurable.

d. 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.

Property Coverage Section
Property Coverage D – Loss Of Use

When this Special Provisions – California is used with forms LPC-HO-LH30, or LPC-HO-LH60, **1. Additional Living Expense** is replaced by the following:

1. **Additional Living Expense.**
   a. If a loss covered under the Property Coverage Section makes that part of the **residence premises** where **you** reside not fit to live in, **we** cover any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living.
   Payment will be for the lesser of:

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(1) The shortest time required to:
  (a) Repair or replace the damage; or
  (b) Settle **your** household elsewhere, if **you** permanently relocate; or

(2) Twenty-four (24) months.

This additional living expense coverage does not include coverage for a utility public safety power shut off event, which is the deenergization of a portion of the electrical distribution or transmission system to reduce the risk of wildfire ignition.

b. In the event of a covered loss that relates to a state of emergency as defined in Section 8558 of the Government Code of the State of California, coverage for additional living expenses shall be for a period up to twenty-four (24) months from the date of the covered loss. State of emergency additional living expenses shall be subject to all policy provisions. **We** shall grant an extension of up to twelve (12) additional months, for a total of thirty-six (36) months, if, while acting in good faith and with reasonable diligence, **you** encounter a delay or delays in the reconstruction process that are the result of circumstances beyond **your** control. Additional extensions of six (6) months shall be provided to **you** for good cause. Any extension of the additional living expense time limit pursuant to this paragraph shall not increase the additional living expense policy limit in force at the time of the covered loss.

Circumstances beyond **your** control may include the following:

(1) Unavoidable construction permit delays;
(2) Lack of necessary construction materials; or
(3) Lack of available contractors to perform the necessary work.

When this Special Provisions – California is used with forms, LPC-HO-LH30, or LPC-HO-LH60, the following is added under **3. Civil Authority**:

3. Civil Authority.

In the event of a state of emergency as defined in Section 8558 of the Government Code, that is accompanied by an order of civil authority restricting access to the home caused by a covered peril, **1.** Additional Living Expense shall be provided for at least two (2) weeks. Additional extensions of two (2) weeks shall be provided to **you** for good cause, but shall be subject to other policy provisions.

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Property – Exclusions

The following is added under **9. Intentional Loss**:

9. Intentional Loss.
This exclusion does not apply, with respect to loss to covered property caused by fire, to an **insured** who does not commit or conspire to commit any act that results in loss by fire. **We** cover such **insured** only to the extent of that **insured's** legal interest, but not exceeding the applicable limit of liability.
We may apply reasonable standards of proof to claims for such loss.

11. Fungi or Other Microbes is replaced by the following:

11. Fungi, Other Microbes, or Rot, meaning 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 or other microbes remediation coverage that may be afforded under Property – Additional Coverage **16. Limited Fungi or Other Microbes Remediation** (this is Property – Additional Coverage **11. Limited Fungi or Other Microbes Remediation** in forms LPC-HO-LD30 and LPC-HO-LD60); or

b. Fungi, other microbes, or rot that results from fire or lightning.

Property – Conditions

When this Special Provisions – California is used with form LPC-HO-LH30, the last paragraph of **3.e.(1)** under **3. Loss Settlement** is replaced by the following:

3. Loss Settlement.
If the building is rebuilt at a new premises or replaced with the purchase of an already built home at a new premises, the cost described in **3.d.(1)(b)** is limited to the cost which would have been incurred if the building had been built at the original premises.

When this Special Provisions – California is used with form LPC-HO-LD30, the last paragraph of **3.b.(1)** under **3. Loss Settlement** is replaced by the following:

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3. **Loss Settlement.**
   If the building is rebuilt at a new premises or replaced with the purchase of an already built home at a new premises, the cost described in **3.b.(1)(b)** is limited to the cost which would have been incurred if the building had been built at the original premises.

When this Special Provisions – California is used with form LPC-HO-LH30, paragraph **3.e.(5)** under **3. Loss Settlement** is replaced by the following. When this Special Provisions – California is used with form LPC-HO-LD30, paragraph **3.b.(5)** under **3. Loss Settlement** is replaced by the following:

(5) **We** must be notified within:

(a) Thirty-six (36) months after **our** payment for actual cash value if the loss or damage relates to a state of emergency as defined in Section 8558 of the Government Code of the State of California; or

(b) Twelve (12) months after **our** payment for actual cash value in all other cases;

That **you** intend to repair or replace the damaged property.

We shall provide to **you** one (1) or more additional extensions of six (6) months for good cause if, while acting in good faith and with reasonable diligence, **you** encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond **your** control. Circumstances beyond **your** control may include the following:

(a) Unavoidable construction permit delays;

(b) Lack of necessary construction materials; or

(c) Lack of available contractors to perform the necessary work.

When this Special Provisions – California is used with form LPC-HO-LH30, the following is added under **3. Loss Settlement** paragraph **e.** When this Special Provisions – California is used with forms LPC-HO-LD30, the following is added under **3. Loss Settlement** paragraph **b.**:

If:

(a) A covered loss to **your** dwelling and other structures relates to a state of emergency as defined in Section 8558 of the Government Code of the State of California; and

(b) The coverage available to rebuild or replace **your** dwelling is insufficient;

you may combine claim payments for the covered loss to **your**

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other structures with claim payments for the covered loss to **your** damaged dwelling, and, subject to the applicable limits, **you** may apply the combined payments to any covered expenses **you** have incurred that are reasonably necessary to rebuild or replace the damaged dwelling.

Any claim payments for loss to **your** other structures applied to loss to **your** damaged dwelling pursuant to this provision for which replacement cost coverage is applicable shall be for the full replacement cost of the loss without requiring actual replacement of the other structures. Any claim payments for other structures in excess of the amount applied to the necessary cost incurred to rebuild or replace the damaged dwelling will be paid in accordance with all other terms of the policy and will be the lower of:

(a) The amount of loss; or

(b) The limit of liability applicable to the other structures;

reduced by the amount of the other structures claim payment that was applied to the cost to rebuild or replace the damaged dwelling.

When this Special Provisions – California is used with form LPC-HO-LH30, **3. Loss Settlement** paragraphs **f.(2)** and **f.(3)** are deleted.

When this Special Provisions – California is used with form LPC-HO-LD30, **3. Loss Settlement** paragraphs **c.(2)** and **c.(3)** are deleted.

6. **Loss Payment** is replaced by the following:
   6. **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 thirty (30) days after **we** receive **your** proof of loss and:
      a. Reach an agreement with **you**;
      b. There is an entry of a final judgment; or
      c. There is a filing of an appraisal award with **us**.

7. **Appraisal** is replaced by the following:
   7. **Appraisal.** If **you** and **we** fail to agree on the amount of loss, then either party may make a written request for an appraisal. In this event, each party will select a competent and impartial appraiser. Each party shall

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notify the other of the appraiser selected within twenty (20) days of the request. Where the request is accepted, the two (2) appraisers will select a competent and impartial 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 appraise the loss, stating separately the loss to each item. If they fail to agree, they will submit their differences to the umpire. An award in writing, agreed to by any two (2), will set the amount of loss. In the event of a government-declared disaster, as defined in the Government Code, an appraisal may be requested by either party but shall not be compelled.

Each party will:

(1) Pay its own appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

9. **Suit Against Us** is replaced by the following:
   9. **Suit Against Us.** No action can be brought against **us** unless there has been full compliance with all of the terms under the Property Coverage Section of this policy and the action is started within one (1) year after the date of loss.
   In the event a covered loss relates to a state of emergency as defined in Section 8558 of the Government Code of the State of California, the time limit to bring action is extended to twenty-four (24) months after the date of loss.

All other provisions of this policy apply.

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Ineligible Firearm Exclusion

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Definitions

The following definition is added:

Ineligible Firearm means any firearm, or replica or duplicate of a firearm, that meets any of the following criteria:

- **a.** Any firearm that is illegal under applicable state law or federal law;
- **b.** Any firearm altered from original manufacturing;
- **c.** Any firearm which is not regularly stored in a locked cabinet or gun safe. Trigger locks for all stored guns, and gun safety training and certification are strongly encouraged;
- **d.** Any firearm not emptied of ammunition when not in use;
- **e.** Any firearm that produces a steady burst of fire as long as the trigger is depressed, such as a machine or submachine gun;
- **f.** Any selective-fire firearm capable of fully automatic, semi-automatic, or burst fire at the user's option;
- **g.** A semi-automatic pistol or semi-automatic centerfire rifle that has a fixed magazine that can hold more than 10 rounds;
- **h.** A semi-automatic centerfire rifle shorter than 30 inches;
- **i.** A semi-automatic shotgun that can accept a detachable magazine;
- **j.** A semi-automatic shotgun that has both:
  - **(1)** A folding or telescoping stock; and
  - **(2)** A grip, including a pistol grip, thumbhole stock, or other stock that, when used, would allow a person to grip the firearm, resulting in any finger on the trigger hand and trigger finger being directly below any part of the action of the firearm when firing;
- **k.** A shotgun with a revolving cylinder;
- **l.** Any semi-automatic centerfire rifle that can accept a detachable magazine (one that can be removed without disassembling the firearm action) and has at least one of the following features:
  - **(1)** A folding or telescoping stock;
  - **(2)** A grip, such as a pistol grip, a thumbhole stock, or other stock, the use of which would allow an individual to grip the firearm, resulting in any finger on the trigger hand in addition to the

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trigger finger being directly below any portion of the action of the firearm when firing;

(3) A forward pistol grip;

(4) A flash suppressor; or

(5) A grenade launcher or flare launcher;

m. Or any semi-automatic pistol that can accept a detachable magazine and has at least one of the following features:

(1) The ability to accept a detachable ammunition magazine that attaches at some location outside of the pistol grip;

(2) A threaded barrel capable of accepting a flash suppressor, forward pistol grip, or sound suppressor;

(3) A shroud attached to, or that partially or completely encircles the barrel and permits the shooter to fire the firearm without being burned, except a slide that encloses the barrel; or

(4) A second hand grip.

Property – Exclusions

SAMPLE

The following exclusion is added:

This policy does not provide any coverage for:

Ineligible Firearm.

All other provisions of this policy apply.

Canine Liability Exclusion

SAMPLE

Liability – Exclusions

Liability Coverage E – Personal Liability and Coverage F – Medical Payments to Others
The following exclusion is added:

Liability Coverages E and F do not apply to the following:

Canines

Bodily injury or **property damage** caused by one of the following breeds or breed mix of dogs, owned by or in the care, custody or control of an **insured** or a guest of an **insured** or, in the care, custody or control of a roomer, boarder, tenant, resident, **residence employee** or guest of such roomer, boarder, tenant or other occupant of the **residence premises**:

Akitas, American Bull Terrier, American Staffordshire Terrier, Bull Terrier, Chows, Doberman Pinschers, Pit Bull Terrier, Presa Canarios, Rottweilers, Staffordshire Terrier, Wolf Hybrids, Trained guard dogs, Any dog with a prior bite history as documented by a filed insurance claim, police report, or civil complaint.

This exclusion does not apply to the listed breeds if the dog(s) is Certified as a Seeing Guide Dog, Hearing Dog or is Trained to Assist the Physically Disabled.

All other provisions of this policy apply.

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California Residential Insurance Disclosure

This disclosure is required by Section 10102 of the California Insurance Code. This form provides general information related to residential property insurance and is not part of your residential property insurance policy. Only the specific provisions of your policy will determine whether a particular loss is covered and the amount payable. The information provided does not preempt existing California law.

SAMPLE

Primary Forms of Residential Dwelling Coverage

You have purchased the coverage(s) checked below.
NOTE: Actual Cash Value Coverage is the most limited level of coverage listed.
Guaranteed Replacement Cost is the broadest level of coverage.

_____ **ACTUAL CASH VALUE COVERAGE** pays the costs to repair the damaged dwelling minus a deduction for physical depreciation. If the dwelling is completely destroyed, this coverage pays the fair market value of the dwelling at time of loss. In either case, coverage only pays for costs up to the limits specified in your policy.

___✓___ **REPLACEMENT COST COVERAGE** is intended to provide for the cost to repair or replace the damaged or destroyed dwelling, without a deduction for physical depreciation. Many policies pay only the dwelling's actual cash value until the insured has actually begun or completed repairs or reconstruction on the dwelling. Coverage only pays for replacement costs up to the limits specified in your policy.

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_____ **EXTENDED REPLACEMENT COST COVERAGE** is intended to provide for the cost to repair or replace the damaged or destroyed dwelling without a deduction for physical depreciation. Many policies pay only the dwelling's actual cash value until the insured has actually begun or completed repairs or reconstruction on the dwelling. Extended Replacement Cost provides additional coverage above the dwelling limits up to a stated percentage or specific dollar amount. See your policy for the additional coverage that applies.

_____ **GUARANTEED REPLACEMENT COST COVERAGE** covers the full cost to repair or replace the damaged or destroyed dwelling for a covered peril regardless of the dwelling limits shown on the policy declarations page.

__✓__ **BUILDING CODE UPGRADE COVERAGE**, also called Ordinance and Law coverage, is an important option that covers additional costs to repair or replace a dwelling to comply with the building codes and zoning laws in effect at the time of loss or rebuilding. These costs may otherwise be excluded by your policy. Meeting current building code requirements can add significant costs to rebuilding your home. Refer to your policy or endorsement for the specific coverage provided and coverage limits that apply.

READ YOUR POLICY AND POLICY DECLARATIONS PAGE CAREFULLY: The policy declarations page shows the specific coverage limits you have purchased for your dwelling, personal property, separate structures such as detached garages, and additional living expenses. The actual policy and endorsements provide the details on extensions of coverage, limitations of coverage, and coverage conditions and exclusions. The amount of any claim payment made to you will be reduced by any applicable deductibles shown on your policy declarations page. It is important to take the time to consider whether the limits and limitations of your policy meet your needs. Contact your agent, broker, or insurance company if you have questions about what is covered or if you want to discuss your coverage options.

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Information You Should Know About Residential Dwelling Insurance

AVOID BEING UNDERINSURED: Insuring your home for less than its replacement cost may result in your having to pay thousands of dollars out of your own pocket to rebuild your home if it is completely destroyed. Contact your agent, broker, or insurance company immediately if you believe your policy limits may be inadequate.

THE RESIDENTIAL DWELLING COVERAGE LIMIT: The coverage limit on the dwelling structure should be high enough so you can rebuild your home if it is completely destroyed. Please note:

- The cost to rebuild your home is almost always different from the market value.
- Dwelling coverage limits do not cover the value of your land.
- The estimate to rebuild your home should be based on construction costs in your area and should be adjusted to account for the features of your home. These features include but are not limited to the square footage, type of foundation, number of stories, and the quality of the materials used for items such as flooring, countertops, windows, cabinetry, lighting, and plumbing.
- The cost to rebuild your home should be adjusted each year to account for inflation.
- Coverage limits for contents, separate structures, additional living expenses, and debris removal are usually based on a percentage of the limit for the dwelling. If your dwelling limit is too low, these coverage limits may also be too low.

You are encouraged to obtain a current estimate of the cost to rebuild your home from your insurance agent, broker, or insurance company or an independent appraisal from a local contractor, architect, or real estate appraiser. If you do obtain an estimate of replacement value, and wish to change your policy limits, contact your insurance company. While not a guarantee, a current estimate can help protect you against being underinsured.

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DEMAND SURGE: After a widespread disaster, the cost of construction can increase dramatically as a result of the unusually high demand for contractors, building supplies, and construction labor. This effect is known as demand surge. Demand surge can increase the cost of rebuilding your home. Consider increasing your coverage limits or purchasing Extended Replacement Cost coverage to prepare for this possibility.

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CHANGES TO PROPERTY: Changes to your property may increase its replacement cost. These changes may include the building of additions, customizing your kitchen or bathrooms, or otherwise remodeling your home. Failure to advise your insurance company of any significant changes to your property may result in your home being underinsured.

EXCLUSIONS: Not all causes of damage are covered by common homeowners or residential fire policies. You need to read your policy to see what causes of loss or perils are not covered. Coverage for landslide is typically excluded. Some excluded perils such as earthquake or flood can be purchased as an endorsement to your policy or as a separate policy. Contact your agent, broker, or insurance company if you have a concern about any of the exclusions in your policy.

CONTENTS (PERSONAL PROPERTY) COVERAGE DISCLOSURE: This disclosure form does not explain the types of contents coverage provided by your policy for items such as your furniture or clothing. Contents may be covered on either an actual cash value or replacement cost basis depending on the contract. Almost all policies include specific dollar limitations on certain property that is particularly valuable such as jewelry, art, or silverware. Contact your agent, broker, or insurance company if you have any questions about your contents coverage. You should create a list of all personal property in and around your home. Pictures and video recordings also help you document your property. The list, photos, and video should be stored away from your home.

CONSUMER ASSISTANCE: If you have any concerns or questions, contact your agent, broker, or insurance company. You are also encouraged to contact the California Department of Insurance consumer information line at (800) 927-HELP (4357) or at www.insurance.ca.gov for free insurance assistance.

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California Notice of Designated Additional Person to Receive Notice of Cancellation or Nonrenewal

In accordance with California Insurance Code § 396, we are notifying you of your right to designate an interested party to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium.

To add an interested party, please visit the settings page in the Lemonade app on your smartphone where you'll be able to add the interested party yourself.

Alternatively, you can send an email to help@lemonade.com with the interested party's name, address, and email.

No benefit under your policy is provided to the designated person by this notice, other than the right to receive the aforementioned notice.

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California Important Consumer Affairs Notice

To obtain information or make a complaint, you may call Metromile Insurance Company's toll-free telephone number or email at:

Phone: 844-733-8666
Email: help@lemonade.com

Should any complaints arise, you may contact us at the following address:

Metromile Insurance Company
3080 N. Civic Center Plaza
Scottsdale, AZ 85251

If after speaking with us you are still not satisfied or we have not resolved your problem, you may contact the following state agency for help:

California Department of Insurance
Consumer Affairs Unit
300 South Spring Street
Los Angeles, CA 90013

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Toll Free Phone: 1-800-927-HELP
www.insurance.ca.gov

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California Fraud Statement

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For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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California Residential Property Insurance Bill of Rights

A consumer is entitled to receive information regarding residential property insurance. The following is a limited overview of information that your insurance company can provide:

- The insurance company's customer service telephone number for underwriting, rating, and claims inquiries.
- A written explanation for any cancellation or nonrenewal of your policy.
- A copy of the insurance policy.
- An explanation of how your policy limits were established.
- In the event of a claim, an itemized, written scope of loss report prepared by the insurer or its adjuster within a reasonable time period.
- In the event of a claim, a copy of the Unfair Practices Act and, if requested, a copy of the Fair Claims Settlement Practices Regulations.
- In the event of a claim, notification of a consumer's rights with respect to the appraisal process for resolving claims disputes.
- An offer of coverage and premium quote for earthquake coverage, if eligible.

This insurer reports claim information to the following claims information database. The claim information is used to furnish loss history reports to insurers. If you are interested in obtaining a report from a claim information database, you may do so by contacting:

Verisk A-Plus
Toll Free Number: 1-800-709-8842
Email: FCRA-NPC@verisk.com
Website: https://fcra.verisk.com

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A consumer is also entitled to select a licensed contractor or vendor to repair, replace, or rebuild damaged property covered by the insurance policy. The information provided herein is not all inclusive and does not negate or preempt existing California law. If you have any concerns or questions, contact your agent, broker, insurance company, or the California Department of Insurance consumer information line at 1-800-927-HELP (4357) or at www.insurance.ca.gov for free insurance assistance.

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

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No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Installment Fees and Unpaid Premium Notice

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No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy.

Your policy is a one-year contract. If you have chosen to pay for your insurance in installments, we will automatically charge your card at the applicable installment interval, which is the sum of the premium plus an installment fee. You may cancel these recurring payments by cancelling your policy on the Lemonade app or by emailing our customer experience team at help@lemonade.com.

If we choose to insure you for another year, we will automatically charge the card for the new premium and the new installment fee at the same installment interval. We will do the same for any subsequent renewals. Please keep your card information updated with us.

If your payment fails for any reason, we will attempt to collect the unpaid amount through our usual processes using the card information we have for you. We have the right to cancel your policy, if we cannot collect the premium when due. We have the right to decline to insure you for another year, if we cannot collect either or both the premium or the installment fee when due. Payments we collect will be applied first to unpaid premium. Only after the premium has been paid in full will collections be applied to unpaid installment fees.

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California Wildfire Scoring and Mitigation Discounts Notice

This disclosure is required by Section 2644.9 of the California Insurance Code. This form provides information related to your property insurance and associated wildfire risk score or classification. The information included will help you understand your wildfire risk so you can proactively manage your risk and ensure that your wildfire premiums reflect your exposure.

Verisk FireLine® score has been used to measure the wildfire hazard at your location. FireLine® scores range from 0 (negligible risk) to 30 (extreme risk) and provide an objective assessment of a property's propensity to burn in the event of a wildfire based on the most current assessment of three key wildfire risk factors, which are also recognized by the National Fire Protection Association (NFPA):

> **Fuel:** Grass, trees, or dense brush can feed a wildfire.
> **Slope:** Steeper slopes can increase the speed and intensity of wildfire.
> **Access:** Limited access and dead-end roads can impede firefighting equipment.

Your FireLine® Score is: 0

There are several mitigation actions you can take to protect your property against damage, should a wildfire occur near your home. Therefore, we offer the following available premium credits for wildfire mitigation activities, up to a)52688premium reduction. Each credit applied to your policy is indicated in the Applied Credit column below.

Your current total mitigation credit level is: 0%

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Fire Mitigation Credit	Maximum Possible Credit	Applied Credit
Community-Level Mitigation Designations		
Fire Risk Reduction Community	0.03%	0%
Firewise USA Site	0.03%	0%
Property-level Measures Addressing The Immediate Surroundings Of The Building		
Clearing of vegetation and debris from under decks.	0.01%	0%
Clearing vegetation, debris, mulch, and any movable combustible objects within 5 feet of the Building.	0.01%	0%
Incorporation of only noncombustible materials, e.g. fences, gates, within 5 feet of the Building.	0.01%	0%
Removal or absence of combustible structures, e.g. sheds, from the area within 30 feet of the Building or within property line.	0.01%	0%
Complies with Defensible Space codes (Section 4291 of the Public Resources Code, and any applicable local ordinances, governing defensible space)	0.01%	0%
Property-level Building Hardening Measures		
Class-A Fire Rated Roof	0.01%	0%
Enclosed Eaves	0.01%	0%
Fire-Resistant Vents	0.01%	0%
Multipane windows or functional shutters that, when closed, cover the entire window without openings.	0.01%	0%
At least 6 inches of noncombustible vertical clearance at bottom of surface of building.	0.01%	0%
Additional Credits Available on Homeowners Policies Only (HO3)		
All **above property-level** measures completed	0.16%	0%
IBHS Wildfire Prepared Home™	0%	0%
IBHS Wildfire Prepared Home Plus™	0%	0%
Total Mitigation Discount	0.16%	0%

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Right to Appeal

You have the right to appeal this wildfire risk score whenever such score or classification is provided to you. If you disagree with the wildfire risk score or other wildfire risk classifications, you may appeal the decision through your agent or directly through us by emailing help@lemonade.com. We will acknowledge receipt of the appeal in writing within 10 calendar days and reconsideration and decision within 30 calendar days.

You may contact the Department of Insurance for assistance if you disagree with the written reconsideration or final determination through the Department of Insurance toll-free consumer hotline at (800) 927-4357 (HELP) or at www.insurance.ca.gov/01-consumers/. In the event your appeal is denied, upon request by the Department, we shall provide a copy of the appeal, and our written response, to the Department.

SAMPLE

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Lemonade

Electronic Transmissions

By accepting the receipt of electronic transmissions, you voluntarily agree to have all records, including your current and future insurance related documents, provided to you in electronic form. Insurance related documents include, but are not limited to:

- Your insurance policy and all documents, notices and correspondence related to your insurance policy. This could include ID Cards, applications, amendments, endorsements, illustrations, questionnaires, disclosures, and reports;
- Bills, billing notices, payment schedules or any other correspondence related to premium payments;
- Claim notices, disclosures, status letters, forms, and correspondence concerning a claim that arises under your policy or involves you as an insured and/or claimant;
- Legally mandated policies, notices, and disclosures to inform you of our business practices, including notices related to our collection, storage, use, and disclosure of your personal information; and
- Any other documents related to your insurance transactions with us.

We will use various methods to provide communications to you electronically, including via e-mail or through our website or app. For this second option, you may need to log-in to access the information.

This consent, unless withdrawn, applies to all transactions between you and Lemonade. However, you have the right to receive communications from us, including the insurance policy, in paper form if you wish by withdrawing this consent. If you withdraw the consent to provide you with records in electronic form, you will then be provided with records in paper form at no charge.

To withdraw your consent, you can email us any time at help@lemonade.com with the following subject line "WITHDRAW ELECTRONIC CONSENT." The body of the email must include your name, policy number, the start date of the policy, named insured's date of birth, the effective date of your withdrawal and whether you want (a) all communications to be in paper form or (b) your insurance policy to be sent to you in paper form.

To change or correct your email address, you can email us at help@lemonade.com with the following subject line "EMAIL ADDRESS UPDATE". The body of the email must include your name, policy number, the start date of the policy, named insured's date of birth and the updated email address.
Note our website address is www.lemonade.com.

John.Doe@email.com	John Doe	June 6, 2024
EMAIL	SIGNATURE	DATE

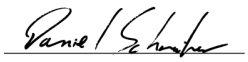
Well, look who made it here!

We're so happy you made it to the end. Thanks!

SAMPLE

Hopefully this all made sense and you feel great about your Condo coverage. Please contact us if anything remains unclear, or if you need more coverage than this agreement provides.
We know what an important investment your home is, so if anything goes wrong, we'll do our best to help make it right. After all, when life gives you lemons...

Sincerely,
Daniel, Shai, and the Lemonade Team



Daniel Schreiber
President and CEO



Scott Fischer
Secretary

In witness whereof, Lemonade had this policy signed by its duly authorized officers

©2022 **Metromile Insurance Company**
3080 N Civic Center Plaza, Scottsdale, AZ 85251 | help@lemonade.com