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You're Amazing.

You're now part of a special group of people, who participate in making history. Together, we'll be able to make insurance an honest, simple and fun experience.

Thanks for joining, we're sure you're gonna love it here:)

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5 Crosby St., New York, NY 10013

CONDO POLICY DECLARATIONS

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POLICY NUMBER	POLICY START DATE	POLICY EXPIRES ON
LP52AE478C7	Jul 05, 2024 12:01am	Jul 05, 2025 12:01am

NAME OF INSURED	INSURED PROPERTY ADDRESS	INSURED EMAIL
John Doe	6350 Clayton Rd, #105, Clayton, MO, 63117	john.doe@email.com

COVERAGE SUMMARY

COVERAGE	MAXIMUM AMOUNT	COST
Dwelling	$150,000	Included
Personal Property	$30,000	Included
Loss Of Use	$15,000	Included
Personal Liability	$100,000	Included
Medical Payments To Others	$1,000	Included
Portable Electronics	$1,500	Included
$2,500 Deductible		-$164
Total Premium		**$417 ($417/yr)**

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DOCUMENTS ATTACHED TO THIS POLICY	
FORM NUMBER	FORM NAME
LEM 06 05 23	Lemonade Condo Form
LEM-2043 (04-24)	Special Provisions - Missouri
LEM-3007 (11-22)	Ineligible Firearm Exclusion
LEM-3004 MO (04-24)	Canine Liability Exclusion
LEM-3041 (04-24)	Fraud Statement
LEM-OFAC-NOTICE (10-23)	US Treasury Department's Office of Foreign Assets Control "OFAC" Advisory Notice to Policyholders
LEM-3002 (08-20)	Swimming Pool, Diving Board, And Slide Liability Exclusion
LEM-3003 (08-20)	Trampoline Liability Exclusion
LEM-3037 (02-24)	MO Notification of Coverage Limitations
LEM-MONOTICE01 (01-20)	MO Notice of Availability of Earthquake Insurance
LEM-3013 (11-22)	Coverage Limitation for Mold, Fungus or Wet Rot
LEM-NOTICE-PAYMENT (04-23)	Installment Fees and Unpaid Premium Notice

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Rating information - Protection Class: 3, Tier: 5, Territory: 33, Construction: Frame

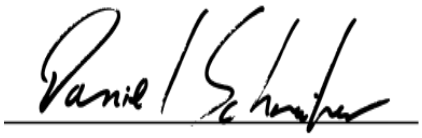
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CONDO POLICY

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In witness whereof, Lemonade Insurance Company has caused this policy to be signed by its president and secretary.



Daniel Schreiber
President and CEO



Scott Fischer
Secretary

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LEMONADE CONDO FORM

TABLE OF CONTENTS

AGREEMENT 2
DEFINITIONS 2
SECTION I - PROPERTY COVERAGES 4
A. Coverage A – Dwelling 4
B. Coverage C – Personal Property 4
C. Coverage D – Loss Of Use 6
D. Additional Coverages 6
SECTION I - PERILS INSURED AGAINST 9
SECTION I - EXCLUSIONS 11
SECTION I - CONDITIONS 13
A. Insurable Interest And Limit Of Liability 13
B. Deductible 13
C. Duties After Loss 13
D. Loss Settlement 13
E. Loss To A Pair Or Set 15
F. Appraisal 15
G. Other Insurance And Service Agreement 15
H. Suit Against Us 16
I. Our Option 16
J. Loss Payment 15
K. Abandonment Of Property 16
L. Mortgage Clause 16
M. No Benefit To Bailee 16
N. Recovered Property 16
O. Volcanic Eruption Period 16
P. Policy Period 16
Q. Concealment Or Fraud 17
R. Loss Payable Clause 17
SECTION II – LIABILITY COVERAGES 17
A. Coverage E – Personal Liability 17
B. Coverage F – Medical Payments To Others 17
SECTION II - EXCLUSIONS 17
SECTION II – ADDITIONAL COVERAGES 20
SECTION II - CONDITIONS 21
A. Limit Of Liability 21
B. Severability Of Insurance 21
C. Duties After “Occurrence” 21
D. Duties Of An Injured Person – Coverage F – Medical Payments To Others 21
E. Payment Of Claim – Coverage F – Medical Payments To Others 21
F. Suit Against Us 21
G. Bankruptcy Of An “Insured” 22
H. Other Insurance 22
I. Policy Period 22
J. Concealment or Fraud 22
SECTIONS I AND II – CONDITIONS 22
A. Liberalization Clause 22
B. Waiver Or Change Of Policy Provisions 22
C. Cancellation 22
D. Nonrenewal 23
E. Assignment 23
F. Subrogation 23
G. Death 23

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LEMONADE CONDO FORM

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AGREEMENT

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

DEFINITIONS

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

(1) Ownership of such vehicle or craft by an "insured";

(2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;

(3) Entrustment of such vehicle or craft by an "insured" to any person;

(4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

(5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

(1) Aircraft means any contrivance used or designed for flight, including but not limited to, aircraft used or designed to carry people or cargo, model aircraft, drones or hobby aircraft;

(2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

(3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

(4) Motor vehicle means a "motor vehicle" as defined in **7.** below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "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) One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

(2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

(3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

(4) The rendering of home day care services to a relative of an "insured".

4. "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".

5. "Insured" means:

a. You and residents of your household who are:

(1) Your relatives; or

(2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

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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) 24 and your relative; or

(2) 21 and in your care or the care of a resident of your household who is your relative; or

c. Under Section **II**, 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 described in **5.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.

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

6. "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 **a.** and **b.** above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle" means:

a. A self-propelled land or amphibious vehicle of any kind, including, but not limited to hoverboards, powered scooters, mini-bikes, E-bikes, or motorcycles; or

b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

8. "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".

9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

10. "Residence employee" means:

a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:

a. The one-family dwelling where you reside;

b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or

c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

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SECTION I – PROPERTY COVERAGES

A. Coverage A – Dwelling

1. We cover:

a. The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";

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. 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. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

B. Coverage C – Personal Property

1. Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or

b. A guest (who is not a roomer or boarder in the “residence premises”) or a "residence employee", while the property is in any residence occupied by an "insured".

2. Limit For Property At Other Locations

a. Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C,** or $1,000, whichever is greater. However, this limitation does not apply to personal property:

(1) Moved from the "residence premises" because it is:

(a) Being repaired, renovated or rebuilt; and

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

(2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

b. Self-storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is $1,000. However, this limitation does not apply to personal property:

(1) Moved from the "residence premises" because it is:

(a) Being repaired, renovated or rebuilt; and

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

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

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

a. $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, electronic currency, cryptocurrency, virtual assets, medals, scrip, stored value cards and smart cards.

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b. $1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

c. $1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.

d. $1,500 on trailers or semitrailers not used with watercraft of all types.

e. $1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.

f. $2,500 for loss by theft of firearms and related equipment.

g. $2,500 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 or pewter.

h. $2,500 on property, on the "residence premises", used primarily for "business" purposes.

i. $1,500 on property, away from the "residence premises", used primarily for "business" purposes.

j. $1,500 on portable electronic equipment, which include:

(1) Laptop computers;

(2) Mobile phones, including smart phones;

(3) Tablets;

(4) E-readers;

(5) Handheld game consoles;

(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 **j.(1)-(8)**.

k. $1,500 on model or hobby aircraft not used or designed:

(1) To carry people or cargo; or

(2) For “business”.

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". This includes a "motor vehicle's" equipment and parts.

d. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft. We do cover model or hobby aircraft**,** other than drones, not used or designed to carry people or cargo as provided in **C.3. Special Limits of Liability**, paragraph **k.** under **Section I – Property Coverages**;

e. Hovercraft, including any and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

g. Property in an apartment regularly rented or held for rental to others by an "insured;

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

i. "Business" data, including such data stored in:

(1) Books of account, drawings or other paper records; or

(2) Computers and related equipment.

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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 **D.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Property Coverages; or

k. Water or steam.

C. Coverage D – Loss Of Use

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

1. Additional Living Expense

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property 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 for up to 24 months.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

3. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1.** Additional Living Expense and **2.** Fair Rental Value above for no more than two weeks.

4. Loss Or Expense Not Covered

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

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.

D. Additional Coverages

1. Debris Removal

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

(1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

(2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

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

b. We will also pay your reasonable expense, up to $1,000, for the removal from the "residence premises" of:

(1) Trees you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

(2) A neighbor's trees felled by a Peril Insured Against under Coverage **C;**

provided the trees damage a covered structure.

The $1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than $500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance

2. Reasonable Repairs

a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

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

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(1) Increase the limit of liability that applies to the covered property; or

(2) Relieve you of your duties, in case of a loss to covered property, described in **C.4.** under Section **I** – Conditions.

3. 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 10% of the limit of liability that applies to Coverage **C** for all trees, shrubs, plants or lawns. No more than $500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

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

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

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

a. We will pay up to $500 for:

(1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;

(2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;

(3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and

(4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

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

b. We do not cover:

(1) Use of a credit card, electronic fund transfer card or access device:

(a) By a resident of your household;

(b) By a person who has been entrusted with either type of card or access device; or

(c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

(2) Loss arising out of "business" use or dishonesty of an "insured".

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

(1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

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

(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 **a.(3)** above.

7. Loss Assessment

a. We will pay up to $1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

(1) Earthquake; or

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

The limit of $1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

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

c. Paragraph **P.** Policy Period under Section **I** – Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.

b. For the purpose of this Additional Coverage – Collapse, abrupt 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 intended purpose.

c. This Additional Coverage – Collapse does not apply to:

(1) A building or any part of a building that is in danger of falling down or caving in;

(2) A part of a building that is standing, even if it has separated from another part of the building; or

(3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

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

(2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;

(3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;

(4) Weight of contents, equipment, animals or people;

(5) Weight of rain which collects on a roof; or

(6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

9. Glass Or Safety Glazing Material

a. We cover:

(1) The breakage of glass or safety glazing material which is part of a building, storm door or storm window and covered under Coverage **A**;

(2) The breakage of glass or safety glazing material which is part of a building, storm door or storm window when caused directly by earth movement and covered under Coverage **A**; and

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(3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or

(2) To the "residence premises" if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A building being constructed is not considered vacant.

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

10. Ordinance Or Law

a. You may use up to 10% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

(1) The construction, demolition, remodeling, renovation or repair of that part of property covered under Coverage **A** damaged by a Peril Insured Against;

(2) The demolition and reconstruction of the undamaged part of property covered under 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 Coverage **A**; or

(3) The remodeling, removal or replacement of the portion of the undamaged part of property covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the property covered under 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 **a.** above.

c. We do not cover:

(1) The loss in value to any property covered under Coverage **A** due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any property covered under Coverage **A**.

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

This coverage is additional insurance.

11. Grave Markers

We will pay up to $5,000 for grave markers, including mausoleums, away from the "residence premises" for loss caused by a Peril Insured Against.

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

SECTION I – PERILS INSURED AGAINST

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

1. Fire Or Lightning

2. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building. This peril does not include loss to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

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6. Vehicles

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the "residence premises".

7. Smoke

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

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

8. Vandalism Or Malicious Mischief

This peril does not include loss to property which pertains to the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.

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"; or

(4) That occurs away from the “residence premises” or the location of the "residence premises" of:

(a) Trailers, semitrailers and campers;

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

(c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

10. Falling Objects

This peril does not include loss to the inside of a building or property contained in the 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 a building or 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. We also pay to tear out and replace any part of a building or other structure owned solely by you which is covered under Coverage **A** and at the location of the "residence premises", but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building owned solely by you at the location of the "residence premises".

b. This peril does not include loss:

(1) To or within the "residence premises", if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant;

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

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

(4) to or within the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or

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(5) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

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

d. Section **I** – Exclusion **A.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.

We do not cover loss caused by or resulting from freezing under this peril.

14. Freezing

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

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water.

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

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

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

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

16. Volcanic Eruption

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

SECTION I – EXCLUSIONS

We do not insure for loss caused directly or indirectly 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 results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** does not apply to the amount of coverage that may be provided for in **D.10.** Ordinance Or Law under Section **I** – Property Coverages;

b. The requirements of which result in a loss in value to property; or

c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

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

2. Earth Movement

Earth Movement means:

a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

b. Landslide, mudslide or mudflow;

c. Subsidence or sinkhole; or

d. Any other earth movement including earth sinking, rising or shifting.

This Exclusion **2.** applies regardless of whether any of the above, in**.2.a.** through **2.d.,** is caused by an act of nature or is otherwise caused.

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However, direct loss by fire, explosion or theft resulting from any of the above, in**.2.a.** through **2.d.,** is covered.

3. Water

This means:

a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

b. Water which:

(1) Backs up through sewers or drains; or

(2) Overflows or is otherwise discharged from a sump, sump pump or related equipment, whether located on or off the “residence premises”;

c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

d. Waterborne material carried or otherwise moved by any of the water referred to in **3.a.** through **3.c.** of this exclusion.

This Exclusion **3.** applies regardless of whether any of the above, in **3.a.** through **3.d.,** is caused by an act of nature or is otherwise caused.

This Exclusion **3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **3.a.** through **3.d.,** is covered.

4. Power Failure

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

5. Neglect

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

6. War

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

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

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

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

d. Accidental or intentional discharge of a nuclear, chemical or electromagnetic weapon.

7. Intentional Loss

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

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.

8. Governmental Action

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

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

9. Electronic Vandalism

Electronic Vandalism means:

a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

b. Unauthorized computer code or programming that:

(1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

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(2) Replicates itself, impairing the performance of computers or computer systems or networks; or
(3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced.

SECTION I – CONDITIONS

A. Insurable Interest And Limit Of Liability

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

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

2. For more than the applicable limit of liability.

B. Deductible

Unless otherwise noted in this policy, the following deductible provision applies, with respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

2. If two or more deductibles under this policy apply to the loss, the highest deductible amount will apply.

C. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;

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

3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **D.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Property Coverages;

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

a. Make reasonable and necessary repairs to protect the property; and

b. Keep an accurate record of repair expenses;

5. Cooperate with us in the investigation of a claim;

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

7. As often as we reasonably require:

a. Show the damaged property;

b. Provide us with records and documents we request and permit us to make copies; and

c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;

8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

a. The time and cause of loss;

b. The interests of all "insureds" and all others in the property involved and all liens on the property;

c. Other insurance which may cover the loss;

d. Changes in title or occupancy of the property during the term of the policy;

e. Specifications of damaged buildings and detailed repair estimates;

f. The inventory of damaged personal property described in **6.** above;

g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and

h. Evidence or affidavit that supports a claim under **D.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Property Coverages, stating the amount and cause of loss.

D. Loss Settlement

Covered property losses are settled as follows:

Coverage A

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

2. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

In this provision, the terms "repaired" or "replaced" 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 **D.10.** Ordinance Or Law under Section **I** – Property Coverages.

Coverage C

1. Eligible Property

a. Covered losses to the following property are settled at replacement cost at the time of the loss:

(1) Coverage **C;** and

(2) If covered in this policy:

(a) Awnings, outdoor antennas and outdoor equipment; and

(b) Carpeting and household appliances

whether or not attached to buildings.

b. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:

(1) Jewelry;

(2) Furs and garments:

(a) Trimmed with fur; or

(b) Consisting principally of fur;

(3) Cameras, projection machines, films and related articles of equipment;

(4) Musical equipment and related articles of equipment;

(5) Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:

(a) Pens or pencils;

(b) Flasks;

(c) Smoking implements; or

(d) Jewelry; and

(6) Golfer's equipment meaning golf clubs

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

2. 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, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.

b. Memorabilia, souvenirs, collectors items and similar articles, whose age or history contribute to their value.

c. Articles not maintained in good or workable condition.

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

3. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **1.** above:

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

(1) Replacement cost at the time of loss without deduction for depreciation;

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

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

(4) Any applicable special limits of liability stated in this policy; or

(5) For loss to any item described in **1.b.(1) – (6)** above, the limit of liability that applies to the item.

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b. If the cost to repair or replace the property described in **1.** above is more than $500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.

c. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us, within 180 days after the date of the loss, of your intent to repair or replace the damaged property.

4. Covered property losses are settled at Replacement Cost value at the time of loss but not more than the amount required to repair or replace.

E. Loss To A Pair Or Set

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

1. Repair or replace any part to restore the pair or set to its value before the loss; or

2. Pay the difference between actual cash value of the property before and after the loss.

F. Appraisal

1. If you and we fail to agree on the amount of loss, either party, only you or we, may make a written demand that the amount of the loss be set by appraisal. The party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.

2. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal. The appraisers will then attempt to set the amount of the loss of each item in dispute. A written report of agreement will be signed by them. In all instances the written report of agreement will be itemized and state separately the actual cash value, replacement cost, and if applicable, the market value of each item in dispute. The written report of agreement will set the amount of the loss of each item in dispute and will be binding upon you and us.

3. If the two appraisers fail to agree upon the amount of the loss within 30 days they will select a competent, disinterested umpire and will submit their differences to the umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer: (1) has performed services for either party with respect to the claim at issue in the appraisal; or (2) has a financial interest in the outcome of the claim at issue in the appraisal. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable compensation of the umpire will be paid equally by you and us.

4. You and we do not waive any rights by demanding or submitting to an appraisal, and retain all contractual rights to determine if coverage applies to each item in dispute. Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:

a. Any other questions of fact;

b. Questions of law;

c. Questions of coverage;

d. Other contractual issues; or

e. To conduct appraisal on a class-wide basis.

5. A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.

G. Other Insurance And Service Agreement

1. 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, this insurance is excess over any amounts payable under any such agreement.

2. Subject to Paragraph **G.1.**, 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 is:

a. Excess over the amount due under such other insurance or service agreement, whether the corporation or association of property owners has collected that amount or not; and

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b. Primary with respect to any amount of the loss covered by this policy and not due under such other insurance or service agreement because of the application of a deductible.

3. As used in this Paragraph **G.**, a service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

H. Suit Against Us

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

I. Our Option

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

J. 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 60 days after we receive your proof of loss and:

1. Reach an agreement with you;

2. There is an entry of a final judgment; or

3. There is a filing of an appraisal award with us.

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K. Abandonment Of Property

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

L. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under 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.

2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and

c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **F.** Appraisal, **H.** Suit Against Us and **J.** Loss Payment under Section **I** – Conditions also apply to the mortgagee.

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

4. If we pay the mortgagee for any loss and deny payment to you:

a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

M. 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.

N. 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.

O. Volcanic Eruption Period

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

P. Policy Period

This policy applies only to loss which occurs during the policy period.

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Q. Concealment Or Fraud

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

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

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

R. Loss Payable Clause

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

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

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

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

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. 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" has been exhausted by payment of a judgment or settlement.

B. Coverage F – Medical Payments To Others

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

1. To a person on the "insured location" with the permission of an "insured"; or

2. To a person off the "insured location", if the "bodily injury":

a. Arises out of a condition on the "insured location" or the ways immediately adjoining;

b. Is caused by the activities of an "insured";

c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

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

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

Coverages **E** and **F** do not apply to any "motor vehicle liability".

B. "Watercraft Liability"

Coverages **E** and **F** do not apply to any "watercraft liability".

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

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

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

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

a. Is of a different kind, quality or degree than initially expected or intended; or

b. Is sustained by a different person, entity or property than initially expected or intended.

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However, this Exclusion **E.1.** does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

“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".

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

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

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

a. Owned by an "insured";

b. Rented to an "insured"; or

c. Rented to others by an "insured";

that is not an "insured location";

5. Harassment

"Bodily injury" or "property damage" arising out of actual, alleged or threatened discrimination or harassment due to age, race, color, sex, religion, national origin, sexual preference, handicapped status, or any other type of unlawful discrimination**;**

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of any communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse;

8. Controlled Substance

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

9. Rental Property

“Bodily injury” or “property damage” arising out of the rental of any part of any premises by any insured. This exclusion does not apply:

a. To the rental of the “residence premises”:

(1) Either completely or in part, for exclusive use as a residence, for up to a total of seven (7) nights in the 12-month period prior to the date of the loss; or

(2) In part, for use as a permanent residence, by either one or two full-time roomers or boarders; or

b. With respect to the portions of the dwelling not regularly occupied by you, when the dwelling on the “residence premises” is a two, three, or four family dwelling and you occupy one part and rent the other part to others;

10. Pollutants and Contaminants

“Bodily injury” or “property damage” arising out of the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to contaminants or pollutants at or from any source or location.

Contaminants and pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, fuel oil, asbestos, or lead.

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This exclusion does not apply to bodily injury or property damage arising out of smoke or fumes caused by fire or explosion. We also do not cover:

a. Any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of contaminants or pollutants;

b. Any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of contaminants or pollutants; or

c. Contamination or pollution arising out of actually or allegedly defective building materials, nuclear substances, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed; or

11. Criminal Acts

"Bodily injury" or "property damage" arising out of criminal, dishonest or fraudulent acts or omissions by or at the direction of an insured person, even if such insured person is not actually charged with or convicted of a crime, including if the insured person enters a no-contest plea.

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section **II** – Additional Coverages;

b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

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

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

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

a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

5. "Bodily injury" to you or an "insured" as defined under Definition **5.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".

6. "Bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

7. "Bodily injury" or "property damage" arising out of any real property any insured has sold or transferred. This includes but is not limited to "bodily injury" or "property damage" arising out of known, unknown, hidden, or alleged property conditions, problems, or defects. This exclusion also applies to any property damage to the sold or transferred real property itself.

G. Coverage F – Medical Payments To Others

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

1. To a "residence employee";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

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a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law; or

3. To any person regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;

2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;

3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to $250 per day, for assisting us in the investigation or defense of a claim or suit; and

4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

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

C. Damage To Property Of Others

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

2. We will not pay for "property damage":

a. To the extent of any amount recoverable under Section **I;**

b. Caused intentionally by an "insured" who is 13 years of age or older;

c. To property owned by an "insured";

d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

e. Arising out of:

(1) A "business" engaged in by an "insured"; or

(2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location".

D. Loss Assessment

1. We will pay up to $1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or

b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:

(1) Is elected by the members of a corporation or association of property owners; and

(2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

2. Paragraph **I.** Policy Period under Section **II** – Conditions does not apply to this Loss Assessment Coverage.

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

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

b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

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

SECTION II – CONDITIONS

A. Limit Of Liability

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

Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

B. Severability Of Insurance

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

C. Duties After "Occurrence"

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
   a. The identity of the policy and the "named insured" shown in the Declarations;
   b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
   c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";

4. At our request, help us:
   a. To make settlement;
   b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
   c. With the conduct of suits and attend hearings and trials; and
   d. To secure and give evidence and obtain the attendance of witnesses;

5. With respect to **C.** Damage To Property Of Others under Section **II** – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;

6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

1. The injured person or someone acting for the injured person will:
   a. Give us written proof of claim, under oath if required, as soon as is practical; and
   b. Authorize us to obtain copies of medical reports and records.

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

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

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

F. Suit Against Us

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

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

3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

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G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

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

J. Concealment Or Fraud

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

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

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

SAMPLE

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

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

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

1. A subsequent edition of this policy; or

2. An amendatory endorsement.

B. 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.

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

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

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

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

d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

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

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

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D. Nonrenewal

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

E. Assignment

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

F. Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

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

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

G. Death

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

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and

2. "Insured" includes:

a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and

b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – MISSOURI

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This endorsement modifies insurance under the following forms:

Lemonade Homeowners Form

Lemonade Renters Form

Lemonade Condo Form

DEFINITIONS

The following definition is added to Paragraph **B.**:
"Other self-propelled devices" means a self-propelled device that is not a "Motor vehicle", including, but not limited to:

- **a.** A personal delivery device: Means a powered device operated primarily on sidewalks and crosswalks, intended primarily for the transport of property on public rights-of-way, and capable of navigating with or without the active control or monitoring of a natural person. Notwithstanding any other provision of law, a personal delivery device shall not be defined as a motor vehicle or a vehicle.
- **b.** A personal mobile cargo carrying device: Means an electronically powered device that:
  - **(1)** Is operated primarily on sidewalks and within crosswalks and that is designed to transport property.
  - **(2)** Weighs less than eighty pounds, excluding cargo.
  - **(3)** Operates at a maximum speed of twelve miles per hour.
  - **(4)** Is equipped with technology to transport personal property with the active monitoring of a property owner and that is primarily designed to remain within twenty-five feet of the property owner.
  - **(5)** Is equipped with a braking system that when active or engaged enables the personal mobile cargo carrying device to come to a controlled stop.
- **c.** A motorized wheelchair: Means a self-propelled wheelchair that is used by a person for mobility.
- **d.** An electric personal assistive mobility device: Means a self-balancing, two nontandem wheeled device, designed to transport only one person, with an electric propulsion system with an average power of seven hundred fifty watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a propulsion system while ridden by an operator who weighs one hundred seventy pounds, is less than twenty miles per hour.
- **e.** An electric bicycle: means a bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:
  - **(1)** "Class 1 electric bicycle" means a bicycle or tricycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle or tricycle reaches the speed of twenty miles per hour.
  - **(2)** "Class 2 electric bicycle" means a bicycle or tricycle that is equipped with an electric motor that may be used exclusively to propel the bicycle or tricycle and that is not capable of providing assistance when the bicycle or tricycle reaches the speed of twenty miles per hour.
  - **(3)** "Class 3 electric bicycle" means a bicycle or tricycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle or tricycle reaches the speed of twenty-eight miles per hour.

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f. An electric miniature scooter: Means a device that:
- **(1)** Weighs less than thirty pounds.
- **(2)** Has two or three wheels.
- **(3)** Has handlebars.
- **(4)** Has a floorboard on which a person may stand while riding.
- **(5)** Is powered by an electric motor or human power, or both.
- **(6)** Has a maximum speed that does not exceed ten miles per hour, with or without human propulsion, on a paved level surface.

g. An electric standup scooter: Means a device that:
- **(1)** Weighs less than seventy-five pounds.
- **(2)** Has two or three wheels.
- **(3)** Has handlebars.
- **(4)** Has a floorboard on which a person may stand while riding.
- **(5)** Is powered by an electric motor or human power, or both.
- **(6)** Has a maximum speed that does not exceed twenty miles per hour, with or without human propulsion, on a paved level surface.
- **(7)** Does not include an electric miniature scooter.

h. A motorized skateboard: Means a self-propelled device that does not have handlebars and that has a motor, a deck on which a person may ride and at least two tandem wheels in contact with the ground.

i. A motorized bicycle: Means any two-wheeled or three-wheeled device having an automatic transmission and a motor with a cylinder capacity of not more than fifty cubic centimeters, which produces less than three gross brake horsepower, and is capable of propelling the device at a maximum speed of not more than thirty miles per hour on level ground, but excluding an electric bicycle.

Paragraph **1**. is replaced by the following:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", “Other Self-Propelled Device Liability”, and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
- **a.** Liability for "bodily injury" or "property damage" arising out of the:
  - **(1)** Ownership of such vehicle or craft by an "insured";
  - **(2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
  - **(3)** Entrustment of such vehicle or craft by an "insured" to any person;
  - **(4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
  - **(5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
- **b.** For the purpose of this definition:
  - **(1)** Aircraft means any contrivance used or designed for flight, including but not limited to, aircraft used or designed to carry people or cargo, model aircraft, drones or hobby aircraft;
  - **(2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
  - **(3)** Watercraft means any boat or craft, including a vessel, used or capable of being used as a means of transport on waters;
  - **(4)** Motor vehicle means a "motor vehicle" as defined in **7**. below; and
  - **(5)** Other self-propelled device means “other self-propelled devices” as defined below.

Paragraph **7**. Motor vehicle is replaced by the following:

"Motor vehicle" means:

- **a.** A self-propelled land or amphibious vehicle of any kind, including, but not limited to hoverboards, mini-bikes, or motorcycles; or

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b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a**. above.

SECTION I – PROPERTY COVERAGES

COVERAGE C - PERSONAL PROPERTY

4. Property Not Covered

The following is added:

"Other self-propelled devices". This includes "Other self-propelled devices'" equipment and parts.

E. Additional Coverages

Under **11. Ordinance Or Law,** the following is added to Paragraph **c.(2):**

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

(This is Additional Coverage **10.** in Form **LEM 06**. This provision does not apply to **LEM 04**.)

SECTION I – PERILS INSURED AGAINST

If this endorsement is attached to Form **LEM 03,** the following is added to Paragraph **A.2.c.(6)(e):**

In this provision, any reference to pollutants applies even if the irritant or contaminant has a function with respect to your property or "business".

SECTION I – EXCLUSIONS

Under **1. Ordinance Or Law,** the last sentence is replaced by the following:

This Exclusion **1.** applies whether or not the property has been physically damaged or even if the irritant or contaminant has a function with respect to your property or "business".

(This is Exclusion **A.1.** in Form **LEM 03.**)

Paragraph **7. Intentional Loss** is replaced by the following:

7. Intentional Loss

a. Intentional Loss means 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.

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

(1) Files a police report; and

(2) Completes a sworn affidavit for the insurer that indicates both:

(a) The cause of the loss; and

(b) A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

c. If payment is made pursuant to Paragraph **7.b.,** payment to the innocent co-"insured" may be limited to such innocent co-"insured's" ownership interest in the property reduced by any payment to a mortgagee or other secured interest. However, we shall not be required to make any subsequent payment to any other "insured" for the part of any loss for which the innocent co-"insured" has received payment. In no event will we pay more than the Limit of Liability.

SECTION I – CONDITIONS

D. Loss Settlement

If this endorsement is attached to Form **LEM 03**, the following paragraph is added to Paragraph **D.5.**:

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

If **LEM-3027** is attached to the policy, that same provision is added to Paragraph **B.4** of that endorsement**.**

If this endorsement is attached to Form **LEM 04**, the following paragraph is added to Paragraph **D.3.c.**:

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

If this endorsement is attached to Form **LEM 06**, the following paragraph is added to Section **D.** under **Coverage C,** Paragraph **3.c.**:

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

Paragraph **F. Appraisal** is replaced by the following:

F. Appraisal

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

Each party will:

1. Pay its own appraiser; and

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

Paragraph **H. Suit Against Us** is replaced by the following:

H. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this Policy and the action is started within 10 years after the date of loss.

Paragraph **I. Our Option** is replaced by the following:

I. Our Option

If we give you written notice within 15 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.

In the event of partial loss to covered property, at your option we shall, up to the limit of liability of this Policy:

1. Pay you the actual cost of the damage; or

2. Repair the damage;

so that your property is returned to the same condition it was prior to the fire.

Paragraph **Q. Concealment Or Fraud** is replaced by the following:

Q. Concealment Or Fraud

We provide coverage to no "insureds" under this Policy if, whether before or after a loss, an "insured" has:

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

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

All statements and descriptions in the application or in negotiations therefore, by or on behalf of an “insured”, shall be deemed to be representations and not warranties.

(This is Condition **P.** in form **LEM 04**.)

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

Paragraph **1.** is replaced by the following in all forms:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and

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SECTION II – EXCLUSIONS

The following is added:

"Other Self-Propelled Device Liability"

Coverages **E** and **F** do not apply to any "Other Self-Propelled Device Liability".

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

The following paragraphs are added:

Failure To Supervise Or Negligent Supervision

"Bodily injury" or "property damage" arising out of failure to supervise or the negligent supervision of a person that results in one or more of the excluded events in **6.** Communicable Disease, **7.** Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse and **8.** Controlled Substance above.

Financial Transactions

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

SECTION II – ADDITIONAL COVERAGES

A. Claim Expenses

The following paragraph is added:

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

SECTION II – CONDITIONS

C. Duties After "Occurrence"

The following is added to paragraph **C.5.**:

However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer.

Paragraph **J. Concealment Or Fraud** is replaced by the following:

J. Concealment Or Fraud

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

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

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

All statements and descriptions in the application or in negotiations therefore, by or on behalf of an "insured", shall be deemed to be representations and not warranties.

SECTION I AND II – CONDITIONS

C. Cancellation

Paragraph **2.** is replaced by the following:

2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you electronically. If you have chosen not to receive electronic correspondence, the cancellation notice will be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 30 days before the date cancellation takes effect.

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c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel for the following reasons:

(1) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy;

(2) Physical changes in the property insured which increase the hazards originally insured; or

(3) The named insured or any occupant of the property has been convicted of a crime arising out of acts increasing the hazard insured against.

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

d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

D. Nonrenewal

We may elect not to renew this Policy. We may do so by letting you know in writing at least 30 days before the expiration date of the Policy. Notice may be delivered to you electronically. If you have chosen not to receive electronic correspondence, we may deliver or mail notice to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

F. Subrogation

The following paragraph is added:

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

G. Death

Paragraph **2.** is replaced by the following:

2. "Insured" includes:

a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and

b. With respect to your property:

(1) The person having proper temporary custody of the property until appointment and qualification of a legal representative; or

(2) The grantee beneficiary designated under a beneficiary deed, which has been properly recorded prior to the death of the grantor, but only for the period from the date of the person's death until the first of the following occurs:

(a) A period of 30 days from the date of the "insured's" death;

(b) The date that alternative coverage is obtained on such property; or

(c) The end of the Policy period as shown in the Declarations.

All other provisions of this Policy apply.

SAMPLE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

INELIGIBLE FIREARM EXCLUSION

SAMPLE

This insurance modifies insurance under the following forms:

Lemonade Homeowners Form

Lemonade Renters Form

Lemonade Condo Form

DEFINITIONS

The following definition is added:

1. "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 not imprinted with a serial number registered with a federally licensed manufacturer;

f. Any firearm that produces a steady burst of fire as long as the trigger is depressed, such as a machine or submachine gun;

g. Any selective-fire firearm capable of fully automatic, semi-automatic, or burst fire at the user's option;

h. A semi-automatic pistol or semi-automatic centerfire rifle that has a fixed magazine that can hold more than 10 rounds;

i. A semi-automatic centerfire rifle shorter than 30 inches;

j. A semi-automatic shotgun that can accept a detachable magazine;

k. 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;

l. A shotgun with a revolving cylinder;

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

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(3) A forward pistol grip;

(4) A flash suppressor; or

(5) A grenade launcher or flare launcher;

n. 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.

SECTION I – EXCLUSIONS

The following exclusion is added:

This policy does not provide any coverage for:

a. "Ineligible Firearm"

All other terms and conditions of your policy remain unchanged.

SAMPLE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CANINE LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance under the following forms:

Lemonade Homeowners Form

Lemonade Renters Form

Lemonade Condo Form

SAMPLE

SECTION II – EXCLUSIONS

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

The following exclusion is added:

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

1. Canines

a. 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, at the inception or during any point in the policy term:

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.

Canines defined by any breed above are excluded if they are at least 50% of one or a mixture of the listed breeds.

b. This exclusion also applies to dangerous dogs as defined in Chapter 578.024 of the Revised Statutes of Missouri.

i. A person commits the offense of keeping a dangerous dog if he or she owns or possesses a dog that has previously bitten a person or a domestic animal without provocation and the dog bites any person on a subsequent occasion.

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 terms and conditions of your policy remain unchanged.

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FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SWIMMING POOL, DIVING BOARD, AND SLIDE LIABILITY EXCLUSION

SAMPLE

This insurance modifies insurance under the following forms:

Lemonade Homeowners Form

Lemonade Renters Form

Lemonade Condo Form

SECTION II – EXCLUSIONS

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

The following exclusion is added:

Coverages E and F do not apply to the following:

Swimming Pools, Diving Boards, and Slides

"Bodily injury" or "property damage" arising from or in any way involving, directly or indirectly, a swimming pool, diving board, slide or similar structure, regardless of cause.

We shall have no duty to investigate, defend, or indemnify any claim or suit seeking such damages.

All other terms and conditions of your policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TRAMPOLINE LIABILITY EXCLUSION

SAMPLE

This insurance modifies insurance under the following forms:

Lemonade Homeowners Form

Lemonade Renters Form

Lemonade Condo Form

SECTION II – EXCLUSIONS

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

The following exclusion is added:

Coverages E and F do not apply to the following:

Trampolines

"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.

All other terms and conditions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION NOTIFICATION OF COVERAGE LIMITATIONS

A. Subject to the provisions of the Missouri Property And Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property And Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

B. Missouri law requires that this endorsement be attached to all policies that exceed the limitations of coverage provided under the Act. These limitations are shown in Paragraph **C.** below.

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

   1. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if that "insured" has a net worth of more than $25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
   2. Payments made by the Association for covered claims will include only that amount of each claim which is less than $300,000.

      However, the Association will not:

      a. Pay an amount in excess of the applicable limit of liability of the Policy from which a claim arises; or
      b. Return any unearned premium to an "insured" in excess of $25,000.

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

All other provisions of this Policy apply.

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MISSOURI NOTICE OF AVAILABILITY OF EARTHQUAKE INSURANCE

Missouri law requires that all applicants for homeowners insurance covering property in the New Madrid Seismic Zone must be provided with information regarding the availability of insurance for loss caused by earthquake. The United States Geological Survey in Missouri estimates that an earthquake occurring along the New Madrid Fault has a potential magnitude of 7.6 on the Richter scale. The policy for which you are applying does not cover loss caused by an earthquake. Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

Your agent can advise you about the availability of earthquake coverage for your property.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COVERAGE LIMITATION FOR MOLD, FUNGUS OR WET ROT

SAMPLE

This insurance modifies insurance under the following forms:

Lemonade Condo Form

SECTION I – PERILS INSURED AGAINST, 12.b.(5) is replaced by the following:

(5) Caused by mold, fungus or wet rot, including but not limited to mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure or resulting from constant or repeated seepage or leakage of water or steam that is hidden, unknown, and accidental or unintended, from within any portion of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within any household appliance, that occurs over a period of weeks, months or years.

SECTION I – EXCLUSIONS is amended by adding the following exclusion:

9. Accidental Discharge Or Overflow Of Water Or Steam

Accidental Discharge Or Overflow Of Water Or Steam means any accidental discharge or overflow of water or steam, and condensation resulting from accidental discharge or overflow of water or steam, from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This Exclusion applies to direct physical loss:

a. To property described in Coverage **A** and **C**;

b. To the system or appliance from which the water or steam escaped;

c. Caused by accidental discharge or overflow from within a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

d. Caused by or resulting from freezing, except as provided in Perils Insured Against 14. Freezing;

e. Caused by accidental discharge or overflow which occurs away from the building where the “residence premises” is located; or

f. Caused by mold, fungus or wet rot, including but not limited to mold, fungus and wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, or resulting from the constant or repeated seepage and to leakage of water or steam that is hidden, unknown and accidental or unintended, from within any portion of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance, that occurs over a period of weeks, months or years.

All other terms and conditions of the policy remain unchanged.

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Notice of Installment Fees, Recurring Credit/Debit Card Payments and Our Rights to Discontinue Coverage Because of Failed Payments

Your policy is a one-year contract. If you have chosen to pay monthly for your insurance, we will automatically charge your card each month for the total monthly amount quoted to you, which is the sum of the monthly premium plus a monthly 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 monthly premium and the new monthly installment fee. 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 monthly premium when due. We have the right to decline to insure you for another year, if we cannot collect either or both the monthly premium or the monthly 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.