# You're Amazing.

SAMPLE

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 :)

Lemonade

© Copyright 2017 by LEMONADE INSURANCE COMPANY (a stock company) | 5 Crosby, New York, NY 10013 | help@lemonade.com | LEM-DEC-01

Lemonade

SAMPLE

5 Crosby St., New York, NY 10013
RENTERS POLICY DECLARATIONS

| POLICY NUMBER | POLICY START DATE | POLICY EXPIRES ON |
|---|---|---|
| LP41A434B84 | Dec 14, 2023 12:01am | Dec 14, 2024 12:01am |

| NAME OF INSURED | INSURED PROPERTY ADDRESS | INSURED EMAIL |
|---|---|---|
| John Doe | 2151 Village Walk Dr, Apt. 12101, Henderson, NV, 89012 | John.Doe@email.com |

COVERAGE SUMMARY

| COVERAGE | MAXIMUM AMOUNT | COST |
|---|---|---|
| Personal Property | $35,000 | Included |
| Loss Of Use | $10,500 | Included |
| Personal Liability | $100,000 | Included |
| Medical Payments To Others | $1,000 | Included |
| Portable Electronics | $1,500 | Included |
| $500 Deductible | | Included |
| **Total Premium** | | **$217 ($18.08/mo)** |

© Copyright 2017 by LEMONADE INSURANCE COMPANY (a stock company) | 5 Crosby St., New York, NY 10013 | help@lemonade.com | LEM-DEC-01

| DISCOUNTS | |
|---|---|
| FOR | AMOUNT |
| Fire Protection<br>Local Fire Alarm | $5.00 |
| **Total Discount** | **$5.00 (Annual)** |

SAMPLE

© Copyright 2017 by LEMONADE INSURANCE COMPANY (a stock company) | 5 Crosby St., New York, NY 10013 | help@lemonade.com | LEM-DEC-01

| ADDITIONAL DOCUMENTS ATTACHED TO THIS POLICY |
| --- |
| Special Provisions |
| Canine Liability Exclusion Endorsement |
| Swimming Pool Exclusion |
| Trampoline Exclusion |
| Anti-Fraud Statement |
| OFAC (Office Of Foreign Assets Control) Notice |
| Important Notice |
| Intentional Loss |
| Ineligible Firearm Exclusion |
| Inflation Protection Coverage |
| Installment Fees Notice |

SAMPLE



© Copyright 2017 by LEMONADE INSURANCE COMPANY (a stock company) | 5 Crosby St., New York, NY 10013 | help@lemonade.com | LEM-DEC-01

Lemonade

RENTERS POLICY

SAMPLE

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

© Copyright 2017 by LEMONADE INSURANCE COMPANY (a stock company) | 5 Crosby St., New York, NY 10013 | help@lemonade.com | LEM-DEC-01

# LEMONADE RENTERS FORM

## TABLE OF CONTENTS

SAMPLE


| | |
|---|---|
| AGREEMENT | 2 |
| DEFINITIONS | 2 |
| SECTION I - PROPERTY COVERAGES | 4 |
| A. Coverage C – Personal Property | 4 |
| B. Coverage D – Loss Of Use | 6 |
| C. Additional Coverages | 6 |
| SECTION I - PERILS INSURED AGAINST | 8 |
| SECTION I - EXCLUSIONS | 10 |
| SECTION I - CONDITIONS | 11 |
| A. Insurable Interest And Limit Of Liability | 11 |
| B. Deductible | 11 |
| C. Duties After Loss | 11 |
| D. Loss Settlement | 12 |
| E. Loss To A Pair Or Set | 13 |
| F. Appraisal | 13 |
| G. Other Insurance And Service Agreement | 13 |
| H. Suit Against Us | 13 |
| I. Our Option | 14 |
| J. Loss Payment | 14 |
| K. Abandonment Of Property | 14 |
| L. No Benefit To Bailee | 14 |
| M. Recovered Property | 14 |
| N. Volcanic Eruption Period | 14 |
| O. Policy Period | 14 |
| P. Concealment Or Fraud | 14 |
| Q. Loss Payable Clause | 14 |
| SECTION II – LIABILITY COVERAGES | 14 |
| A. Coverage E – Personal Liability | 14 |
| B. Coverage F – Medical Payments To Others | 15 |
| SECTION II - EXCLUSIONS | 15 |
| SECTION II – ADDITIONAL COVERAGES | 17 |
| SECTION II - CONDITIONS | 19 |
| A. Limit Of Liability | 19 |
| B. Severability Of Insurance | 19 |
| C. Duties After “Occurrence” | 19 |
| D. Duties Of An Injured Person – Coverage F – Medical Payments To Others | 19 |
| E. Payment Of Claim – Coverage F – Medical Payments To Others | 19 |
| F. Suit Against Us | 19 |
| G. Bankruptcy Of An “Insured” | 20 |
| H. Other Insurance | 20 |
| I. Policy Period | 20 |
| J. Concealment or Fraud | 20 |
| SECTIONS I AND II – CONDITIONS | 20 |
| A. Liberalization Clause | 20 |
| B. Waiver Or Change Of Policy Provisions | 20 |
| C. Cancellation | 20 |
| D. Nonrenewal | 21 |
| E. Assignment | 21 |
| F. Subrogation | 21 |
| G. Death | 21 |



Includes copyrighted material of Insurance Services Office, Inc., with its permission

SAMPLE

# LEMONADE RENTERS FORM

**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:


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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;

**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; 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.** An apartment unit or

SAMPLE


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**b.** 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.

**SECTION I – PROPERTY COVERAGES**

**A. 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".

SAMPLE

**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.

**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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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 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" by marriage, blood or adoption;

**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.

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 **C.4.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Property Coverages; or

**k.** Water or steam.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**B. 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 makes the "residence premises" not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living 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.

**C. Additional Coverages**

**1. Reasonable Repairs**

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

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

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

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

SAMPLE

**2. 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.

**3. 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.

**4. 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

SAMPLE

**(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.

**(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.

**5. Collapse**

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

**a.** The Perils Insured Against named under Coverage **C;**

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

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

**d.** Weight of contents, equipment, animals or people;

**e.** Weight of rain which collects on a roof; or

**f.** Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**6. Building Additions and Alterations**

We cover under Coverage **C** the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage **C**.
This coverage is additional insurance.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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 C, 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 **O.** Policy Period under Section **I** – Conditions does not apply to this coverage.

   This coverage is additional insurance.

8. **Grave Markers**

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

   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 the property described in Coverage **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 property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

3. **Explosion**
4. **Riot Or Civil Commotion**
5. **Aircraft**

   This peril includes self-propelled missiles and spacecraft.

6. **Vehicles**
7. **Smoke**

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

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

8. **Vandalism Or Malicious Mischief**

   This peril does not include loss to property on 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 dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling 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";


Includes copyrighted material of Insurance Services Office, Inc., with its permission

SAMPLE

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

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

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

**(a)** Trailers, semitrailers and campers;

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

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

**b.** This peril does not include loss:

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

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

**(3)** On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or

**(4)** 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.

This peril does not include loss caused by or resulting from freezing except as provided in Peril Insured Against **14.** Freezing below.

**14. Freezing**

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

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

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

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

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

**15. Volcanic Eruption**

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


Includes copyrighted material of Insurance Services Office, Inc., with its permission

## 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.;

**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:

SAMPLE

**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.

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”;

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

**c.** Waterborne material carried or otherwise moved by any of the water referred to in 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 peril.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

5. **Neglect**

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

6. **War**

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

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

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

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

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

SAMPLE

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 **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.

**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, only 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 **C.4.** 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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 **C.4.** 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**

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.

SAMPLE

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.

**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**

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

Each party will:

**1.** Pay its own appraiser; and

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

**G. Other Insurance And Service Agreement**

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

**1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or

**2.** A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

**H. Suit Against Us**

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


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.

SAMPLE

**K. Abandonment Of Property**

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

**L. 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.

**M. 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.

**N. Volcanic Eruption Period**

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

**O. Policy Period**

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

**P. 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.

**Q. 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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".

SAMPLE

**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.

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";


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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;

SAMPLE

**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.

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**


Includes copyrighted material of Insurance Services Office, Inc., with its permission

"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:

**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:

SAMPLE


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

SAMPLE

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


Includes copyrighted material of Insurance Services Office, Inc., with its permission

SAMPLE

## 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, if requested, 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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.

**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.

SAMPLE


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SPECIAL PROVISIONS – NEVADA

SAMPLE

**DEFINITIONS**

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

**A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

**1.** The spouse; or

**2.** A party who, with the "named insured", has entered into a domestic partnership recognized under Nevada law;

if a resident of the same household.

"We", "us" and "our" refer to the company providing this insurance.

**SECTION II – CONDITIONS**

Paragraph **A. Limit Of Liability** is replaced by the following:

**A. Limit Of Liability**

**1.** 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. 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".

**2. Sublimit Of Liability**

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is $10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

**3.** The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of "insureds", claims made or persons injured.

**4.** 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 Limit Of Liability for Coverage **F** as shown in the Declarations.

This condition does not apply with respect to damages arising out of "fungi", wet or dry rot, or bacteria when Endorsement **HO 04 26, HO 04 27** or **HO 04 28** is attached.

**SECTIONS I AND II – CONDITIONS**

**C. Cancellation**

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

**b.** When this Policy has been in effect for less than 70 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.

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

**c.** When this Policy has been in effect for 70 days or more, or if it is a renewal with us, we may cancel before the expiration of the agreed term or one year from the effective date of the Policy or renewal, whichever occurs first. We may only cancel for the following reasons:

**(1)** Conviction of an "insured" of a crime arising out of acts increasing the hazard insured against;

**(2)** Discovery of fraud or material misrepresentation in:

**(a)** Obtaining the Policy; or

**(b)** Presenting a claim thereunder;

**(3)** Discovery of:

 Includes copyrighted material of Insurance Services Office, Inc., with its permission 

SAMPLE

**(a)** An act or omission; or

**(b)** A violation of any condition of the Policy;

**which** occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

**(4)** A material change in the nature or extent of the risk, occurring after the first effective date of the current Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed; or

**(5)** A determination by the Nevada Insurance Commissioner that:

**(a)** Continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, our creditors or the public; or

**(b)** Continuation of the Policy would violate or place us in violation of any provision of the Nevada Insurance Code.

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

Paragraph **G. Death** is replaced by the following:

**G. Death**

If any person named in the Declarations or:

**1.** The spouse, if a resident of the same household; or

**2.** A party who, with the "named insured", has entered into a domestic partnership recognized under Nevada law, 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.

All other provisions of this Policy apply.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# CANINE LIABILITY EXCLUSION ENDORSEMENT

SAMPLE

This insurance modifies insurance under the following forms:

Lemonade Homeowners Form

Lemonade Renters Form

Lemonade Condo Form

**SCHEDULE**

| |
|---|
| **Description Of Canine(s):** Pit Bulls, Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Siberian Huskies, Wolf-hybrids and/or any canine with a prior bite history as documented by an previous insurance claim, police report, or civil complaint.<br>Note: This Exclusion Endorsement 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. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**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:

**Canines**

"Bodily injury" or "property damage" arising out of direct physical contact with a canine described in the Schedule that is owned by or in the care, custody or control of an "insured".

All other terms and conditions of your policy remain unchanged.



Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**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.

 © Copyright 2020 by LEMONADE INSURANCE COMPANY

**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.

 © Copyright 2020 by LEMONADE INSURANCE COMPANY

# 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.

SAMPLE


© ISO Properties, Inc., 2003

# 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.

SAMPLE

 © ISO Properties, Inc., 2004 

# IMPORTANT NOTICE REGARDING YOUR POLICY

Lemonade uses many criteria in the underwriting of each application for insurance. These include loss history of the applicant, credit-based insurance score of the applicant, occupancy of the property, hazard upon or adjacent to the property, location of the property, construction type, age, maintenance and/or condition of the property.

A history of claims may increase the premium charged for this policy.

**Claim Surcharge**

When calculating Claim Surcharge, only claims made with us within the past 3 years are considered. Claims from prior insurers may be considered.

Below you will find a sample table explaining the potential impact of claims on your premium. The impact to your premium may be higher or lower than the estimated average premium impact based upon your policy characteristics. This table is included for reference purposes only.

| Number of Claims | Estimated % Impact on Premium |
|---|---|
| 0 Claims in the Past 3 Years | 0% |
| 1 Claim in the Past 3 Years | 12% |
| 2 or more Claims in the Past 3 Years | 25% |

A claim shall not be chargeable unless a payment of at least $1000 above the deductible for homeowners, or at least $500 above the deductible for all other forms. Claims are classified as Fire, Liability, Theft, Wind, Water and Other. We do not consider all claims chargeable.

If you have any questions regarding this program or your insurance (including changes to your policy premium), please contact us and we'll be happy to assist you.

SAMPLE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# INTENTIONAL LOSS ENDORSEMENT

SAMPLE

This endorsement modifies insurance under the following form:

Lemonade Renters Form

Lemonade Homeowners Form

Lemonade Condo Form

In **SECTION I – EXCLUSIONS** paragraph **7. Intentional Loss** is replaced by the following:

**7. Intentional Loss**

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

**b.** However, this exclusion will not apply to deny an “insured's” claim for an otherwise covered property loss under this policy if such loss is caused by an act of domestic violence by another “insured” under this policy and the “insured” making claim:

**(1)** Did not cooperate in or contribute to the creation of the loss; and

**(2)** Cooperates in any investigation relating to the loss.

We may apply reasonable standards of proof for such claims.

**c.** If we pay a claim pursuant to paragraph 7.b., our payment to the “insured” is limited to that “insured’s” insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in the property. In no event will we pay more than the limit of liability.

In **SECTIONS I AND II – CONDITIONS** the following is added to paragraph **F. Subrogation**:

If we pay an "insured", who is a victim of domestic violence, for a loss caused by an act of domestic violence, the rights of that "insured" to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. That "insured" may not waive such rights to recover against the perpetrator of the domestic violence.

All other terms and conditions of your policy remain unchanged.

© Copyright 2020 by LEMONADE INSURANCE COMPANY
(a stock company)

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

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

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

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

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

**j.** A semi-automatic shotgun that has both:

**(1)** A folding or telescoping stock; and

**(2)** A grip, including a pistol grip, thumbhole stock, or other stock that, when used, would allow a person to grip the firearm, resulting in any finger on the trigger hand and trigger finger being directly below any part of the action of the firearm when firing;

**k.** A shotgun with a revolving cylinder;

**l.** Any semi-automatic centerfire rifle that can accept a detachable magazine (one that can be removed without disassembling the firearm action) and has at least one of the following features:

**(1)** A folding or telescoping stock;

**(2)** A grip, such as a pistol grip, a thumbhole stock, or other stock, the use of which would allow an individual to grip the firearm, resulting in any finger on the trigger hand in addition to the trigger finger being directly below any portion of the action of the firearm when firing;

**(3)** A forward pistol grip;



© Copyright 2020 by LEMONADE INSURANCE COMPANY
(a stock company)

SAMPLE

**(4)** A flash suppressor; or

**(5)** A grenade launcher or flare launcher;

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

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

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

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

**(4)** A second hand grip.

**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.



© Copyright 2020 by LEMONADE INSURANCE COMPANY
(a stock company)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# INFLATION PROTECTION COVERAGE

SAMPLE

This endorsement modifies insurance under the following form:

Lemonade Renters Form

Payment of the premium will constitute the insured's acceptance of the limits as shown on the Policy Declarations. It is also agreed that the limits of liability for Coverages **C** and **D** shall be raised, on an annual basis, by the rate of increase in the U.S. Labor Department Consumer Price Index - Commodities less food and energy commodities. The amounts of insurance will be rounded to the nearest $1,000.

This endorsement shall not reduce the limits of liability to less than the amount shown on the Policy Declarations.

All other terms and conditions of the policy remain unchanged.



© 2022 Lemonade, Inc. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

# 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 of $1. 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.

SAMPLE