Lemonade

Hey, John!
Welcome Home.

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

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

Your Renters policy at a glance

POLICY NUMBER
LP92417AF92

POLICY START DATE
Dec 26, 2023 12:01am

POLICY EXPIRES ON
Dec 26, 2024 12:01am

NAME OF INSURED
John Doe

INSURED PROPERTY ADDRESS
315 E Long St, Apt. 3, Columbus, OH, 43215

Pricing Summary

Yearly Premium	$244.00
Yearly Discount	-$2.00
Installment Fee	$18.00
Yearly Payment	**$262.00** ($21.84 Per Month)

Discount Summary

Fire Protection	-$2.00
Yearly Discount	$2.00

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Here’s the list of included coverages:

Primary Coverages

Coverage	Limits	PREMIUM/MO.
Personal Property	$35,000	Included
Loss Of Use	$10,500	Included
Personal Liability	$100,000	Included
Medical Payments To Others	$1,000	Included

* Base Deductible $500

Additional Coverages

Coverage	Deductible	Limits	PREMIUM/MO.
Portable Electronics	-	$1,500	Included

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A few last reminders

- John Doe is the named insured on this policy
- A copy of this policy and any future emails will be sent to: John.Doe@email.com

Have any questions?

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

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All the details

Section	Form Number
Cover Page	LPC-HO-L101 (05-23)
Declarations Page	LPC-HO-L100 (05-23)
Terms And Definitions	LPC-RN-LR01 (07-23)
Renters Property Coverage	LPC-RN-LR40 (07-23)
Renters Liability Coverage	LPC-RN-LR02 (07-23)
Ohio Special Provisions	LPC-RN-L200-OH (07-23)
Ineligible Firearm Exclusion	LPC-HO-E104 (07-23)
Canine Liability Exclusion	LPC-HO-E301 (07-23)
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	LPC-HO-N101 (09-22)
Ohio Fraud Statement	LPC-HO-N104-OH (11-22)
Installment Fees And Unpaid Premium Notice	LPC-HO-N110 (07-23)
Signature Page	LPC-HO-L102 (05-23)

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Terms and Definitions

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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.

Duty to Report Changes in Exposure

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

1. There is a change to the mailing or **residence premises** address shown in the Declarations;
2. A named **insured** no longer resides on the **residence premises** or a person or persons begin to reside on the **residence premises**;
3. A named **insured** dies;
4. There is a change to the use of the **residence premises** with respect to a business being conducted at the **residence premises** or the **residence premises** is used for rental activity.

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

Definitions

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

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

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

In this policy, **we**, **us**, and **our** refers to the company providing this insurance.

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

1. **Aircraft Liability**, **Hovercraft Liability**, **Motor Vehicle Liability**, and **Watercraft Liability** mean liability for **bodily injury** or **property damage** arising out of the:
   a. Ownership of such vehicle or craft by an **insured**;
   b. Maintenance, occupancy, operation, use, loading, or unloading of such vehicle or craft by any person;
   c. Entrustment of such vehicle or craft by an **insured** to any person;
   d. Failure to supervise or negligent supervision of any person involving such vehicle or craft by an **insured**; or
   e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

   For the purpose of this definition:
   a. Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
   b. Hovercraft means a self-propelled motorized ground effect vehicle and includes flarecraft and air cushion vehicles;
   c. Motor vehicle means a **motor vehicle** as defined in Definition **8.**; and
   d. Watercraft means a craft principally designed to be propelled on or in water by wind, engine power, or electric motor, except model or hobby watercraft not used or designed to carry people or cargo.
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. Home-sharing host activities

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(1) The rental or holding for rental or mutual exchange of services of the **residence premises**, in whole or in part, by an **insured** to a home-sharing occupant through the use of a home-sharing network platform. A home-sharing network platform means an online-enabled application, web site or digital network that:
   (a) Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
   (b) Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.

(2) Any other related property or services made available by an **insured** for use during such rental or mutual exchange of services except those property or services provided by another party; or

c. 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 five thousand dollars ($5,000) in total compensation for the twelve (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) Providing 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. **Fungi** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by **fungi**.

   Under the Liability Coverage section, this does not include any **fungi** that are, are on, or are contained in, products or goods intended for consumption.
6. **Insured** means:
   a. **You** and residents of **your** household who are:
      (1) **Your** relatives; or

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(2) Other persons under the age of twenty-one (21) and in the care of any person named above;

b. A student enrolled in school full-time, as defined by the school, who was a resident of **your** household before moving out to attend school, provided the student is under the age of:

(1) twenty-four (24) and **your** relative; or

(2) twenty-one (21) and in **your** care or the care of a person described in **6.a.(1)**; or

c. Any Additional Insured named in the Declarations, but only with respect to Coverages E and F if applicable to **your** policy and only for the **residence premises**.

d. Under the Liability Coverage section:

(1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or any person included in **6.a.** or **b.**

Insured does not mean a person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner; or

(2) With respect to any vehicle to which this policy applies:

(a) Persons while engaged in **your** employ or that of any person included in **6.a.** or **b.**; or

(b) Other persons using the vehicle on an **insured location** with **your** consent.

Under both the Property and Liability Coverage sections of this policy, when the word an immediately precedes the word **insured**, the words "an **insured**" together mean one (1) or more **insureds**.

7. 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 **7.a.** and **b.**;

d. Any part of a premises:

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

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

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

f. Land owned by or rented to an **insured** on which a one (1), two (2), three (3), or four (4) family dwelling is being built as a residence for an **insured**;

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

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

8. **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 propelled by pedals and do not have a throttle, or motorcycles; or
   b. Any trailer or semi-trailer which is being carried on, towed by, or hitched for towing by a vehicle described in **8.a.**

   Motor vehicle does not include model, hobby, or children's toy vehicles.
9. **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**.
10. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, and any unhealthful or hazardous building materials. Waste includes materials to be recycled, reconditioned, or reclaimed.
11. **Property damage** means physical injury to, destruction of, or loss of use of tangible property.
12. **Residence employee** means:
    a. An employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm under an agreement between an **insured** and the labor leasing firm, if the employee's duties are related to the maintenance or use of the **residence premises**, including household or domestic services; or
    b. One 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

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conditions.

13. **Residence premises** means:
    a. The one (1) family dwelling or unit where **you** reside; or
    b. The two (2), three (3), or four (4) family dwelling where **you** reside in at least one (1) of the family units;

    and which is shown as the **residence premises** in the Declarations.
    Residence premises also includes other structures and grounds at that location.
14. **Vacant** means the dwelling or unit lacks the necessary amenities, adequate furnishings, or utilities and services required to sustain normal occupancy. A dwelling or unit being constructed is not considered **vacant**.
15. **Actual cash value** means replacement cost less the depreciation of materials and labor for repairs.

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Policy Conditions

1. **Liberalization Clause.** If **we** make a change which broadens coverage under this edition of **our** policy without additional premium charge, that change will automatically apply to **your** insurance as of the date **we** implement the change in **your** state, provided that this implementation date falls within sixty (60) days prior to or during the policy period stated in the Declarations.
   This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions of coverage, whether that general program revision is implemented through introduction of:
   a. A subsequent edition of this policy form; or
   b. An amendatory endorsement.
2. **Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by **us** to be valid. **Our** request for an appraisal or examination will not waive any of **our** rights.
3. **Duty to Cooperate and Inform.** The coverage provided by this policy and the premium charged for this policy are based on information **you** have given **us**. **You** agree:
   a. To cooperate with **us** in determining if this information is correct and

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complete;

b. To inform **us** of any change in title, use, or occupancy of the **residence premises**.

c. That if within ninety (90) days of the policy effective date this information changes, is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly by giving **you** notice. This notice may be delivered to **you**, electronically transmitted to **you**, if permissible by law, or mailed to **you** at **your** mailing address shown in the Declarations. The notice will contain the changed, incorrect, or incomplete information along with the resulting premium change.

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4. Cancellation. This policy may be cancelled during the policy period as follows:

a. A named **insured** shown in the Declarations may cancel this policy by:

(1) Returning this policy to **us**; or

(2) Giving **us** advance written notice of the date cancellation is to take effect.

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

b. **We** may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. This cancellation notice may be delivered to **you**, electronically transmitted to **you**, if permissible by law, or mailed to **you** at **your** mailing address shown in the Declarations. Proof of mailing or electronic transmission will be sufficient proof of notice. **We** will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

(1) When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least ten (10) days before the date cancellation takes effect;

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

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

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

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or

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

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

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

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

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

5. **Nonrenewal. We** may elect not to renew this policy. **We** may do so by delivering to **you**, electronically transmitting to **you**, if permissible by law, or mailing to **you** at the mailing address shown in the Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing or electronic transmission will be sufficient proof of notice. **We** will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

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

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

6. **Assignment.** Assignment of this policy is void unless **we** give **our** written consent. **We**, as the non-assigning party, will not recognize any assignment of this policy unless **our** written consent is provided.

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

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

   If **we** pay an **insured**, 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

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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.

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

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

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Renters Property Coverage

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Property Coverage C – Personal Property

1. **Covered Property. We** cover personal property owned or used by an **insured** while it is anywhere in the world. At **your** request, **we** will cover personal property owned by:
   a. Others while the property is on the part of the **residence premises** occupied by an **insured**; or
   b. A guest (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**.

   This request may be made after a loss.
2. **Limit for Property at Other Locations.**
   a. Other Residences.
   Our limit of liability for personal property usually located at an **insured's** residence, other than the **residence premises**, is ten percent (10%) of the limit of liability for Property Coverage C, or one thousand dollars ($1,000), whichever is greater. This limitation does not apply to personal property:
   (1) Moved from the **residence premises** because the **residence premises** is:
   (a) Being repaired, renovated, or rebuilt; and
   (b) Not fit to live in or store property in;
   (2) In a newly acquired principal residence for thirty (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 ten percent (10%) of the limit of liability for Property Coverage C, or one thousand dollars ($1,000), whichever is greater. This limitation does not apply to personal property:
   (1) Moved from the **residence premises** because the **residence premises** is:
   (a) Being repaired, renovated, or rebuilt; and

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

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

3. **Special Limits of Liability.** The following categories of personal property are covered only up to the Special Limits of Liability indicated below or shown in the Declarations. The special limit for each category described below is the total limit for each loss for all property in that category. These special limits do not increase the Property Coverage C limit of liability.
   - **a.** Two hundred fifty dollars ($250) for money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinum ware, coins, medals, scrip, stored value cards, smart cards, gift certificates, digital currency, cryptocurrency, virtual assets, and any related currencies used in place of money.
   - **b.** One thousand five hundred dollars ($1,500) for securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, manuscripts, passports, personal records, tickets, and stamps. This limit includes the cost to research, replace, or restore information from the lost or damaged material.
   - **c.** One thousand dollars ($1,000) for comic books and trading cards, including sport cards, game cards, and non-sports cards.
   - **d.** One thousand dollars ($1,000) for collectibles, including figurines, glassware, marble, porcelains, statuary, and similar articles.
   - **e.** One thousand five hundred dollars ($1,500) for loss by theft of jewelry, watches, precious and semiprecious stones.
   - **f.** One thousand five hundred dollars ($1,500) for loss by theft of furs.
   - **g.** One thousand five hundred dollars ($1,500) for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinum ware, platinum-plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, platinum, or pewter.
   - **h.** One thousand five hundred dollars ($1,500) for loss by theft of firearms and related equipment.
   - **i.** One thousand five hundred dollars ($1,500) for loss by theft of tools and their accessories.
   - **j.** One thousand five hundred dollars ($1,500) for loss by theft of any rugs, carpets, tapestries, wall hangings, or other similar articles. This limit does not apply to wall-to-wall carpet.

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

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

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

n. Portable electronic equipment, up to the limit shown in the Declarations, which includes:

(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 **n. (1)-(8)**.

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o. Five hundred dollars ($500) for tapes, records, discs, antennas, wires, electronic music, and movies or other media that can be used with any electronic apparatus and accessories while in or upon a **motor vehicle** or watercraft.

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

This limit does not apply to non-motorized personal craft under twenty (20) feet in length, such as kayaks, surf boards, canoes, paddle boards, row boats, wind surfers, or kite boards.

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

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

s. One thousand five hundred dollars ($1,500) for musical instruments

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and related articles of equipment.

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

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

v. One thousand five hundred dollars ($1,500) for model or hobby aircraft not used or designed to carry people or cargo or 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

(1) This includes:

(a) Accessories, equipment, and parts; or

(b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the **motor vehicle**.

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

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

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

(b) Designed to assist the handicapped

d. Aircraft means 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;

e. Hovercraft, including accessories, equipment, and parts, whether or not attached to the hovercraft. Hovercraft means a self-propelled motorized ground effect vehicle and includes flarecraft and air cushion vehicles;

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

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

g. Property in a space 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** or personal records or data, including such data stored in:
(1) Books of account, drawings, or other paper records;
(2) Computers and related or similar equipment; or
(3) Digital, electronic, or virtual form;
We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;

j. Credit cards, electronic fund transfer cards, or access devices used solely for deposit, withdrawal, or transfer of funds except as provided in Property – Additional Coverage **5.** Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money;

k. Grave markers, except as provided in Property – Additional Coverage **9.** Grave Markers;

l. Water or steam; or

m. Cryptocurrency mining equipment or machines.

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Perils Insured Against
Property Coverage C – Personal Property

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

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

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3. **Explosion.**
4. **Riot or Civil Commotion.**
5. **Aircraft.**
   This peril includes remotely operated, unmanned flying device, self-propelled missile, or spacecraft.
6. **Vehicles.**
7. **Smoke.**
   This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes, or vapors from a boiler, furnace, or related equipment.
   This peril does not include loss caused by smoke from the manufacture of controlled substances, agricultural smudging, or industrial operations.
8. **Vandalism or Malicious Mischief.**
   This peril does not include loss to property caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been **vacant** for more than sixty (60) consecutive days immediately before the loss, regardless of the policy's inception or renewal date.
9. **Theft.**
   a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
   b. This peril does not include loss caused by theft:
      (1) Committed by an **insured**;
      (2) In or to a 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**;
      (4) Anywhere on the **residence premises** when any portion is rented by an **insured** to someone other than another **insured** for a continuous period of less than thirty (30) days; or
      (5) That occurs off the **residence premises** of:
         (a) Trailers, semitrailers, and campers;
         (b) Watercraft, including their furnishings, accessories, equipment, parts, and outboard engines or motors; or
         (c) Property while at any other residence owned by, rented to,

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

10. **Falling Objects.**
    This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
11. **Weight of Ice, Snow, or Sleet.**
    This peril means weight of ice, snow, or sleet which causes damage to property contained in a building.
12. **Accidental Discharge or Overflow of Water or Steam.**
    a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance, if the accidental discharge or overflow of water or steam originates from within a system or appliance:
        (1) On the **residence premises**; or
        (2) Off the **residence premises**, if located on a premises adjacent to the **residence premises**.
    b. This peril does not include loss:
        (1) To the system or appliance from which the water or steam escaped;
        (2) Caused by or resulting from freezing except as provided in Peril Insured Against **14.** Freezing;
        (3) Caused by accidental discharge or overflow of water or steam from within a storm drain whether located on or off the **residence premises**;
        (4) Caused by accidental discharge or overflow of water or steam from within a steam or sewer pipe located off the **residence premises**; or
        (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 any other

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

d. Property – 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.

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

        If the building is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.
    b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or any other system designed to remove surface or subsurface water, roof drain, gutter, downspout, or similar fixtures or equipment.
15. **Sudden and Accidental Damage from Artificially Generated Electrical Current.**
This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.
16. **Volcanic Eruption.**
This peril does not include loss caused by earthquake, land shock waves or tremors.

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Property Coverage D – Loss of Use

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

1. **Additional Living Expense.**
   If a loss covered under the Property Coverage section makes that part of the **residence premises** where **you** reside not fit to live in, **we** cover any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living.
   Payment will be for the lesser of:
   a. The shortest time required to:
      (1) Repair or replace the damage; or
      (2) Settle **your** household elsewhere, if **you** permanently relocate; or
   b. Twenty-four (24) months.
2. **Fair Rental Value.**
   If a loss covered under the Property Coverage section makes that part of the **residence premises** rented to others or held for rental by **you** not fit to live in, **we** cover the amount of fair rental value of such premises lost, less any expenses that do not continue while it is not fit to live in.
   Payment will be for the shortest time required to repair or replace the damaged property.
3. **Civil Authority Prohibits Use.**
   If a civil authority prohibits **you** from use of the **residence premises** as a result of direct physical damage to neighboring premises caused by a Peril Insured Against under this policy, **we** cover resulting **1.** Additional Living Expense and **2.** Fair Rental Value as provided above for no more than two (2) weeks.

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

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

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Property – Additional Coverages

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

1. **Debris Removal. We** will pay **your** reasonable expense for the removal of debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss.
   This expense is covered up to five percent (5%) of the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional percentage, as shown in the Declarations for this Property – Additional Coverage, of that limit is available for such expense.
   We also do not pay for:
   a. Extraction of **pollutants** from land or water;
   b. Removal, restoration, or replacement of polluted land or water; or
   c. Tree removal.
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 pay only if that property is covered under this policy and the damage is caused by a Peril Insured Against.
   This coverage does not increase the limit of liability that applies to the covered property or relieve **you** of **your** duties described in Property – Conditions **2.d.** Duties After Loss.
3. **Fire Department Service Charge. We** will pay up to five hundred dollars ($500) for this Property - Additional Coverage for reasonable and necessary fire department charges incurred by **you** when the fire department is called to save or protect covered property from a Peril Insured Against.
   No deductible applies to this coverage.
4. **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 thirty (30) days while removed. This coverage does not change the limit of liability that applies to the

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removed property.

5. **Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money.**
   a. **We** will pay up to one thousand dollars ($1,000) for this Property - Additional Coverage for:
      (1) The legal obligation of an **insured** to pay because of the theft or unauthorized use of credit cards issued to or registered in an **insured's** name;
      (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal, or transfer of funds, issued to or registered in an **insured's** name;
      (3) Loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
      (4) Loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

      No deductible applies to this coverage.
   b. All loss resulting from a series of acts:
      (1) Committed by any one (1) person or group of persons acting in concert; or
      (2) In which any one (1) person or group of persons acting in concert is concerned or implicated;

      is considered to be one (1) loss.
   c. **We** do not cover:
      (1) Use of a credit card, electronic fund transfer card or access device:
         (a) By a resident of **your** household;
         (b) By a person who has been entrusted with either type of card or access device; or
         (c) If an **insured** has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
      (2) Loss arising out of **business** use or dishonesty of an **insured**.
   d. If the coverage in **5.a.** applies, the following defense provisions also apply:
      (1) **We** may investigate and settle any claim or suit that **we** decide is appropriate. **Our** duty to defend a claim or suit ends when the amount **we** pay for the loss equals **our** limit of liability.
      (2) If a suit is brought against an **insured** for liability under **5.a.(1)** or **(2)**, **we** will provide a defense at **our** expense by counsel of **our**

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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 **5.a.(3).**

6. **Loss Assessment.**

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

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

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

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

   c. Property – Condition **15.** Policy Period does not apply to this coverage.

   This coverage is additional insurance.

7. **Collapse.**

   a. With respect to this Property – Additional Coverage:

      (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.

      (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.

      (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.

      (4) A building or any part of a building that is standing is not

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considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

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

(1) A Peril Insured Against under Property 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, methods, or faulty, inadequate workmanship in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation.

c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, footing, foundation, wall, floor, retaining wall, bulkhead, pier, wharf, or dock, whether any item is wholly or partially above or below ground, is not included under **7.b.(2)** through **(6)**, unless the loss is a direct result of the collapse of a building or any part of a building.

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

8. Glass or Safety Glazing Material.

a. **We** cover:

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

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

b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **8.a.(2)**; or

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(2) On the **residence premises** if the dwelling has been **vacant** for more than sixty (60) consecutive days immediately before the loss.

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

9. **Grave Markers. We** will pay up to five thousand dollars ($5,000) for grave markers, including mausoleums, on or away from the **residence premises** for loss caused by a Peril Insured Against under Property Coverage C.
   This coverage does not increase the limits of liability that apply to the damaged covered property.
10. **Inflation Coverage. We** may adjust the limits of liability for Property Coverages C and D, 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 one thousand dollars ($1,000). This coverage does not reduce the limits of liability to less than the amount shown on the Declarations.

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

Property – Exclusions

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

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

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

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

1. **Ordinance or Law,** meaning any ordinance or law:

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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 stigma damage or any actual or perceived reduction or diminution in value to property; or

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

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

2. **Earth Movement,** meaning:
   a. Earthquake and other earthquake shocks, including land shock waves or tremors before, during, or after volcanic activity;
   b. Volcano activity, including:
      (1) Volcanic eruption;
      (2) Volcanic explosion;
      (3) Effusion of volcanic material; or
      (4) Lava flow;
   c. Mudslide, including mudflow, debris flow, landslide, avalanche, or sediment;
   d. Sinkhole;
   e. Subsidence;
   f. Excavation;
   g. Erosion; or
   h. Any expansion, shifting, rising, sinking, contracting, or settling of the earth, soil, or land.

   This exclusion applies whether or not any of the above, in **2.a.** through **h.** is caused by an act of nature or is otherwise caused.

   We do cover loss caused directly by fire, explosion, or theft resulting from any earth movement.
3. **Water,** meaning any:
   a. Flood, surface water, ground water, subsurface water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, all whether or not driven by wind;
   b. Water or water borne material that enters through or backs up from a sewer or drain, or which discharges or overflows from a sump, sump pump, related equipment, or any other system designed to remove surface or subsurface water which is drained from the foundation

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area;

c. Water or water borne material located below the surface of the ground including water or water borne material:

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

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

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

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

(d) Any spa, hot tub, swimming pool, or outdoor fountain; or

(2) Which causes earth movement; or

d. Overflow, release, migration, or discharge of water in any manner from a dam, levee, dike, hurricane barrier, or any water or flood control device.

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

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

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the **residence premises**.

   If the failure results in a loss from a Peril Insured Against, on the **residence premises**, **we** will pay for the loss caused by that peril.

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

6. **War.** War includes the following and any consequence of any of the following:

   a. Declared or undeclared war, civil war, insurrection, rebellion, or revolution;

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

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

   Discharge of a nuclear weapon, even if the discharge is accidental, will be deemed a warlike act.

7. **Nuclear Hazard,** meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

   Loss caused by nuclear reaction, radiation, or radioactive contamination is not considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

   We do cover loss caused directly by fire resulting from any nuclear

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hazard.

8. **Illegal Activities or Operations**, meaning:
   a. Illegal growing of plants or the illegal raising or keeping of animals;
   b. Illegal manufacture, production, operation, or processing of chemical, biological, animal or plant materials, or any other natural or synthetic substance.

   This exclusion applies whether or not the illegal activities or operations described above were known to or within the control of an **insured**.
   We do cover loss caused directly by fire or explosion resulting from any illegal activities or operations described in **8.a.** and **b.**
9. **Intentional Loss,** meaning any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss.
   In the event of such loss, no **insured** is entitled to coverage, even **insureds** who did not commit or conspire to commit the act causing the loss. 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:
   a. Did not cooperate in or contribute to the creation of the loss; and
   b. Cooperates in any investigation relating to the loss.
   We may apply reasonable standards of proof for such claims. If **we** pay a claim pursuant to **9.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 party with a secured interest in the property. **We** will not pay more than the limit of liability.
10. **Governmental Action,** meaning the destruction, confiscation, or seizure of property described in Property 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.
11. **Electronic Vandalism**, meaning any:
    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

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otherwise results in damage to computers or computer systems or networks to which it is introduced;

(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.

12. **Fungi or Other Microbes,** meaning any loss or cost resulting from, arising out of, caused by, consisting of, or related to **fungi**, other microbes, or rot. This exclusion does not apply to **fungi** or other microbes that results from fire or lightning.

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Property – Conditions

1. **Insurable Interest and Limit of Liability.** Even if more than one (1) person has an insurable interest in the property covered, **we** will not be liable in any one (1) loss:
   a. To an **insured** for more than the amount of such **insured's** interest at the time of loss; or
   b. For more than the applicable limit of liability.
2. **Duties After Loss.** In case of a loss to covered property, **we** have no duty to provide coverage under this policy if the following duties are not performed. These duties must be performed either by **you**, an **insured** seeking coverage, or a representative of either.
   a. Give **us** prompt notice.
   b. Notify the police in case of loss by theft;
   c. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in Property - Additional Coverage **5.** Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money;
   d. Protect the property from further damage. If repairs to the property are required, **you** must:
      (1) Make reasonable and necessary repairs to protect the property; and
      (2) Keep an accurate record of repair expenses;
   e. Cooperate with **us** in the investigation of a claim;
   f. Prepare an inventory of damaged personal property showing the

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quantity, description, value, and amount of loss. Attach all bills, receipts, and related documents that justify the figures in the inventory;

g. As often as **we** reasonably require:
- **(1)** Show the damaged property;
- **(2)** Provide **us** with records and documents **we** request and permit **us** to make copies; and
- **(3)** Submit to examination under oath, while not in the presence of another **insured**, and sign the same; and

h. Send to **us**, within sixty (60) days after **our** request, **your** signed, sworn proof of loss which sets forth, to the best of **your** knowledge and belief:
- **(1)** The time and cause of loss;
- **(2)** The interest of all **insureds** and all others in the property involved and all liens on the property;
- **(3)** Other insurance which may cover the loss;
- **(4)** Changes in title or occupancy of the property during the term of the policy;
- **(5)** Specifications of damaged buildings and detailed repair estimates;
- **(6)** The inventory of damaged personal property described in **2.f.**;
- **(7)** Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- **(8)** Evidence or affidavit that supports a claim under Property - Additional Coverage **5.** Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money, stating the amount and cause of loss.

3. Loss Settlement. Covered property losses are settled as follows:

a. Eligible Property. Covered losses to the following property are settled at replacement cost at the time of the loss:
- **(1)** Property described in Property Coverage C – Personal Property;
- **(2)** Awnings, carpeting, household appliances, outdoor antennas, and outdoor equipment, whether or not attached to buildings, if covered in this policy; and
- **(3)** Property of the following types:
  - **(a)** Jewelry;
  - **(b)** Furs and garments:
    - **(i)** Trimmed with fur; or

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(ii) Consisting principally of fur;

(c) Silverware, silver-plated ware, goldware, gold-plated ware, platinum ware, platinum-plated ware, and pewterware. This does not include:

(i) Pens or pencils;

(ii) Flasks;

(iii) Smoking implements or accessories; or

(iv) Jewelry;

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

(e) Musical instruments and related equipment; and

(f) Golfer's equipment including golf clubs, golf clothing, and related equipment;

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

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

b. 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:

(1) Antiques and similar articles of rarity or antiquity which cannot be replaced;

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

(3) Memorabilia, souvenirs, and similar articles whose age or history contribute to their value;

(4) Collectibles including figurines, glassware, marble, porcelains, statuary, and similar articles;

(5) Articles not maintained in good or workable condition; and

(6) Articles that are outdated or obsolete and are stored or not being used.

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

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

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(1) Replacement cost at the time of loss;
(2) The full cost of repair at the time of loss;
(3) The limit of liability that applies to Property Coverage C – Personal Property, if applicable;
(4) Any applicable Special Limits of Liability stated in this policy; or
(5) For loss to any item described under Eligible Property **(3)(a)** through **(3)(f)**, the limit of liability that applies to the item.

If the replacement cost for the property described under Eligible Property is more than five hundred dollars ($500), we will pay no more than the **actual cash value** for the loss until the actual repair or replacement is complete. You may make a claim for loss on an **actual cash value** basis and then make a claim for any additional liability in accordance with this endorsement provided you notify us, within one hundred eighty (180) days after the date of the loss, of your intent to repair or replace the damaged property. 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.

4. **Loss Deductible.** Unless otherwise stated in this policy, the following deductible provision applies:
   a. Subject to the policy limits that apply, **we** will pay only that part of the total of all loss payable under the Property Coverage section that exceeds the deductible amount shown in the Declarations.
   b. If two (2) or more deductibles under this policy apply to the same loss, only the highest deductible amount will apply.
5. **Loss to a Pair or Set.** In case of loss to a pair or set, **we** may elect to:
   a. Repair or replace any part to restore the pair or set to its value before the loss; or
   b. Pay the difference between **actual cash value** of the property before and after the loss.

   Property - Condition **3.** Loss Settlement **c.(1)** does not apply to this Condition.
6. **Loss Payment. We** will adjust all losses with **you**. **We** will pay **you** unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable sixty (60) days after **we** receive **your** proof of loss and:
   a. Reach an agreement with **you**;
   b. There is an entry of a final judgment; or
   c. There is a filing of an appraisal award with **us**.

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7. **Appraisal.**
   a. 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.
   b. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within twenty (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**.
   c. If the two (2) appraisers fail to agree upon the amount of the loss within thirty (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 fifteen (15) days, **you** or **we** may request that the choice be made by a judge of a court of record in the state where the **residence premises** is located. 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**.
   d. **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:
      (1) Any other questions of fact;

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(2) Questions of law;
(3) Questions of coverage;
(4) Other contractual issues; or
(5) To conduct appraisal on a class-wide basis.

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

8. **Other Insurance and Service Agreement.** If a loss covered by this policy is also covered by:
   a. 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
   b. A service agreement, the coverage provided under this policy is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
9. **Suit Against Us**. No action can be brought against **us** unless there has been full compliance with all of the terms under the Property Coverage section of this policy and the action is started within two (2) years after the date of loss.
10. **Our Option.** If **we** give **you** written notice within thirty (30) days after **we** receive **your** signed, sworn proof of loss, **we** may repair or replace any part of the damaged property with material or property of like kind and quality.
11. **Abandonment of Property. We** need not accept any property abandoned by an **insured**.
12. **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.
13. **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.
14. **Salvage. We** have the option to take the salvage or remnant part of any covered property for which **we** have made a loss payment for the **actual cash value** or the replacement cost of the damaged covered property. At **our** option, **we** may allow **you** to retain damaged property and will adjust

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any loss payment by the agreed or appraised value of the salvage or remnant portion of the damaged property.

15. **Policy Period.** This policy applies only to loss which occurs during the policy period.
16. **Concealment or Fraud. We** provide coverage to no **insureds** under this policy if, whether before or after a loss, an **insured** has:
    a. Intentionally concealed or misrepresented any material fact or circumstance;
    b. Engaged in fraudulent conduct; or
    c. Made false statements;
    relating to this insurance.
17. **Premises Alarm, Security, or Fire Protection System.** When Protective Devices Credit is shown in the Declarations, **you** agree to maintain any alarm, security, or automatic protection systems, including fire and sprinkler system(s), in working order. **You** also agree to advise **us** promptly of any change, including removal, made to any of these system(s).
18. **Volcanic Eruption Period.** One (1) or more volcanic eruptions that occur within a seventy-two (72) hour period will be considered as one volcanic eruption.
19. **Loss Payable Clause.** If the Declarations show a loss payee for certain listed insured personal property, the definition of **insured** is changed to include that loss payee with respect to that property. If we decide to cancel or not renew this policy, that loss payee will be notified.

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Renters Liability Coverage

Liability Coverage E – Personal Liability

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

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

Liability Coverage F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three (3) years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, 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 an **insured location** with the permission of an **insured**; or
2. To a person off an **insured location**, if the **bodily injury**:
   a. Arises out of a condition on an **insured location** or the ways immediately adjoining;
   b. Is caused by the activities of an **insured**;
   c. Is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or
   d. Is caused by an animal owned by or in the care of an **insured**.

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Liability – Additional Coverages

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

1. **Claim Expenses. We** pay:
   a. Expenses **we** incur and costs taxed against an **insured** in any suit **we** defend;
   b. Premiums on bonds required in a suit **we** defend, but not for bond amounts more than the Coverage E limit of liability. **We** need not apply for or furnish any bond;
   c. Reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to two hundred fifty dollars ($250) per day, for assisting **us** in the investigation or defense of a claim or suit; and
   d. Interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
2. **First Aid Expenses. We** will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. **We** will not pay for first aid to an **insured**.
3. **Damage to Property of Others. We** will pay replacement cost per **occurrence** for **property damage** to property of others caused by an **insured**, up to one thousand dollars ($1,000) for this Liability – Additional Coverage.
   We will not pay for **property damage**:
   a. To the extent of any amount recoverable under the Property Coverage section of this policy;
   b. Caused intentionally by an **insured** who is thirteen (13) years of age or older;
   c. To property owned by an **insured**;
   d. To property owned by or rented to a roomer, boarder, tenant, or other occupant who provides compensation to an **insured** for use of all or part of the **residence premises** including property of any guests of any roomer, boarder, tenant, or other occupant;
   e. To property owned by or rented to a resident in **your** household; or

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f. Arising out of:

(1) A **business** engaged in by an **insured**;

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

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

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

(a) Designed for recreational use off public roads;

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

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

4. Loss Assessment. We will pay up to one thousand dollars ($1,000) for **your** share of loss assessment charged against **you**, as tenant of the **residence premises**, during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

a. **Bodily injury** or **property damage** not excluded under the Liability Coverage section of this policy; or

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

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

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

Liability - Condition **9.** Policy Period does not apply to this coverage. Regardless of the number of assessments, the limit of one thousand dollars ($1,000) is the most **we** will pay for loss arising out of:

a. One (1) accident, including continuous or repeated exposure to substantially the same general harmful condition;

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

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

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

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Liability – Exclusions

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

1. **Aircraft Liability.**
   This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.
2. **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**.
   Exclusion **A.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**.
   Exclusion **A.2.** does not apply to:
   a. The rental or holding for rental of an **insured location**:
      (1) On an occasional basis if used only as a residence;
      (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two (2) roomers, boarders, or tenants; or
      (3) In part, as an office, studio, or private garage.
   b. An **insured** under the age of eighteen (18) years involved in a part-time or occasional, self-employed **business** with no employees.
3. **Communicable Disease.**
   Bodily injury or **property damage** arising out of the actual, alleged, or threatened transmission of a communicable disease or illness by an **insured**. This exclusion applies whether the transmission was voluntary or involuntary or whether an **insured** knew or should have known that

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the infected person was infected with the disease or illness.

4. **Animal.**
   Bodily injury or **property damage** caused by an animal owned by or in the care, custody, or control of an **insured** or a guest of an **insured** or, in the care, custody, or control of a roomer, boarder, tenant, resident, **residence employee**, or guest of such roomer, boarder, tenant, or other occupant of the **residence premises** that is:
   a. Wild by birth or by nature or a species not customarily domesticated;
   b. Illegal to acquire, own, or keep;
   c. A bird of prey;
   d. Venomous or poisonous; or
   e. A non-human primate.
5. **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** is:
   a. Of a different kind, quality, or degree than initially expected or intended; or
   b. Sustained by a different person, entity, real, or personal property than initially expected or intended.

   This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force by an **insured** to protect persons or property.
6. **Fungi.**
   Bodily injury or **property damage** arising out of the actual or alleged presence of or actual, alleged, or threatened dispersal, release, ingestion, inhalation, contact with, or exposure to, whether directly or indirectly, by **fungi** or other microbes. This includes any:
   a. Supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or that allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, whether directly or indirectly, **fungi** or other microbes, or the activities described in **6.c.** below;
   b. Obligation to share with or repay another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion. This applies regardless of any other cause that contributed directly or indirectly, concurrently, or in any sequence to the **bodily injury** or **property damage**;
   c. Request, order, or requirement to test for, monitor, abate, mitigate,

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remediate, contain, remove, dispose of, or in any way respond to or assess the effects of **fungi** or other microbes; and

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

7. **Harassment.**

Bodily injury or **property damage** arising out of any oral, written, electronic, digital, or other means of communication, publication, or physical action that:

a. Is directed at or to an individual or group of individuals; and

b. Includes content, material, or action that is or is perceived as:

(1) Bullying, harassing, degrading, intimidating, threatening, tormenting, or otherwise abusive; or

(2) Causing or having caused emotional or psychological distress or fear of imminent harm or death.

This exclusion applies whether or not the communication, publication, or action is:

a. Composed, created, sent, or performed by an **insured**;

b. Part of a series of communications, publications, or actions;

c. Directed at or to the person who suffered **bodily injury** or **property damage**;

d. Expected or intended to cause emotional, mental, or physical harm to an individual; or

e. Intended to be public or private.

8. **Hovercraft Liability.**

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

9. **Controlled Substances.**

Bodily injury or **property damage** arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Illegal or Controlled Substances include but are not limited to cocaine, heroin, LSD, methamphetamines, marijuana, and all narcotic drugs.

This exclusion does not apply to the lawful use of prescription drugs by a person following the orders of a licensed healthcare provider.

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10. **Illegal Activities.**
    Bodily injury or **property damage** arising out of the:
    a. Illegal growing of plants or the illegal raising or keeping of animals; or
    b. Illegal manufacture, production, operation, or processing of chemical, biological, animal, or plant materials.
    This exclusion applies whether or not the illegal activities described above were within the control or knowledge of an **insured**.
11. **Lead.**
    Bodily injury or **property damage** arising out of the actual or alleged presence of or actual, alleged, or threatened dispersal, release, ingestion, inhalation, or absorption of lead, lead pigment, lead compounds, or lead in any form which is or was contained or incorporated into any material or substance. This exclusion applies to any:
    a. Supervision, instructions, recommendations, warnings, or advice given in connection with the above;
    b. Obligation to share damages, losses, costs, payments, or expenses with or repay someone else who must make payment because of such **bodily injury** or **property damage**, damages, loss, cost, payment, or expense;
    c. Request, order, or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effect of lead, lead pigment, lead compounds or materials, or substances containing lead in any form; or
    d. Loss, cost, payment, or expense related to any claim, suit, order, defense, demand, or investigation of any kind incurred in connection with the above.
12. **Insured 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**.
    This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.
13. **Motor Vehicle Liability.**
    Bodily injury or **property damage** arising out of **motor vehicle liability**

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if, at the time and place of an **occurrence**, the involved **motor vehicle** is:

a. Registered for use on public roads or property;

b. Not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be lawfully used at the place of the **occurrence**; or

c. Being:

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

(2) Rented to others;

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

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

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

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

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

If **motor vehicle liability** is not excluded under Liability - Exclusion **13.a.-c.** Liability Coverages E and F still do not apply to **motor vehicle liability** unless at the time of an **occurrence**, the involved **motor vehicle** is:

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

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

c. Designed to assist the handicapped and, at the time of an **occurrence**, it is:

(1) Being used to assist a handicapped person; or

(2) Parked on an **insured location**;

d. Designed for recreational use off public roads and:

(1) Not owned by an **insured**; or

(2) Owned by an **insured** provided the **occurrence** takes place:

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

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

(i) Designed as a toy vehicle to be ridden in or upon by

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children under seven (7) years of age;

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

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

e. A motorized golf cart that is owned by an **insured**, designed to carry up to four (4) persons, not built or modified after manufacture to exceed a speed of twenty-five (25) miles per hour on level ground and, at the time of an **occurrence**, is within the legal boundaries of:

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

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

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

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

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

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

14. Professional Services.

Bodily injury or **property damage** arising out of the rendering of, or failure to render professional services.

15. 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.

16. War.

Bodily injury or **property damage** caused directly or indirectly by war, including the following and any consequence of any of the following:

a. Declared or undeclared war, civil war, acts of terrorism, insurrection, rebellion, or revolution;

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

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

Discharge of a nuclear weapon, even if the discharge is accidental, will be deemed a warlike act.

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17. **Watercraft Liability.**

Watercraft liability if, at the time and place of an **occurrence**, the involved watercraft is being:

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a. Operated in, or practicing for, any prearranged or organized race, speed contest, or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

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

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

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

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

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

If **watercraft liability** is not excluded under Liability - Exclusion **17.a.-e.**, Liability Coverages E and F still do not apply to **watercraft liability** unless, at the time of an **occurrence**, the involved watercraft is:

a. Stored;

b. A sailing vessel, with or without auxiliary power that is:

(1) Less than twenty-six (26) feet in overall length; or

(2) Twenty-six (26) feet or more in overall length and not owned by or rented to an **insured**;

c. Not a sailing vessel and is powered by:

(1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:

(a) Twenty-five (25) horsepower or less and not owned by an **insured**; or

(b) More than twenty-five (25) horsepower and not owned by or rented to an **insured**; or

(2) One (1) or more outboard engines or motors with:

(a) Twenty-five (25) total horsepower or less; or

(b) More than twenty-five (25) horsepower if the outboard engine or motor is not owned by an **insured**;

(c) More than twenty-five (25) horsepower if the outboard engine or motor is owned by an **insured** who acquired it

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during the policy period; or

(d) More than twenty-five (25) horsepower if the outboard engine or motor is owned by an **insured** who acquired it before the policy period, but only if:

(i) **You** declare them at policy inception; or

(ii) **Your** intent to insure them is reported to **us** in writing within forty-five (45) days after **you** acquire them.

The exceptions in **17.c.(2)(c)** and **(d)** apply for the policy period.

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

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

18. **Trampoline Liability.**
Bodily injury or **property damage** 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.
19. **Swimming Pool Liability.**
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.
20. **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 twelve (12) month period prior to the date of the loss; or
        (2) In part, for use as a permanent residence, by either one (1) or two (2) 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 (2), three (3), or four (4) family dwelling and **you** occupy one part and rent the other part to others;
21. **Criminal Acts.**
Bodily injury or **property damage** arising out of criminal, dishonest or

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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.

B. Liability Coverage E – Personal Liability.

Liability Coverage E does not apply to the following:

1. Liability:

a. For any loss assessment charged against **you** as a member of an association, corporation, or community of property owners, except as provided in Liability - Additional Coverage **4.** Loss Assessment;

b. Under any contract or agreement entered into by an **insured**. This exclusion does not apply to written contracts:

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

(2) In which the liability of others is assumed by the **insured** prior to an **occurrence**;

unless excluded in **1.a.** or elsewhere in this policy;

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

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

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

a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

5. **Bodily injury** or **property damage** for which an **insured** under this policy:

a. Is also an insured under a nuclear energy liability policy issued by the:

(1) Nuclear Energy Liability Insurance Association;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

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

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6. **Bodily injury** to **you** or an **insured** as defined in Definition **6.a.** or **b.**
   This exclusion also applies to any claim made or suit brought against **you** or an **insured** to:
   a. Repay; or
   b. Share damages with;
   another person who may be obligated to pay damages because of **bodily injury** to an **insured**;
7. **Bodily injury** to an **employee**, **residence employee**, or a temporary employee furnished to the **insured** to substitute for a permanent **residence employee** arising out of or in the course of the employee's employment by any Additional Insured named in the Declarations; or
8. **Bodily injury** 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.

SAMPLE

C. Liability Coverage F – Medical Payments to Others.
Liability Coverage F does not apply to **bodily injury**:

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

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Liability – Conditions

1. **Limit of Liability. Our** total liability under Liability Coverage E for all damages resulting from any one (1) **occurrence** will not be more than the limit of liability for Liability Coverage E shown in the Declarations. This limit is the same regardless of the number of **insureds**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one (1) accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one (1) **occurrence**.
   Our total liability under Liability Coverage F for all medical expenses payable for **bodily injury** to one (1) person as the result of one (1) accident will not be more than the Liability Coverage F limit of liability shown in the Declarations.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This Liability – Condition will not increase **our** limit of liability for any one (1) **occurrence**.
3. **Duties After Occurrence.** In the event of an **occurrence**, **you** or another **insured** will perform the following duties that apply. **We** have no duty to provide coverage under this policy if **you** fail to comply with the following duties:
   a. Give **us** written notice as soon as is practical, which sets forth:
      (1) The identity of the policy and the named **insured** shown in the Declarations;
      (2) Reasonably available information on the time, place, and circumstances of the **occurrence**; and
      (3) Names and addresses of any claimants and witnesses;
   b. Cooperate with **us** in the investigation, settlement, or defense of any claim or suit;
   c. Promptly forward to **us** every notice, demand, summons, or other process relating to the **occurrence**;
   d. At **our** request, help **us**:
      (1) To make settlement;
      (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;

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(3) With the conduct of suits and attend hearings and trials; and
(4) To secure and give evidence and obtain the attendance of witnesses;

e. With respect to Liability - Additional Coverage **3.** Damage to Property of Others, submit to **us** within sixty (60) days after the loss, a sworn statement of loss and show the damaged property, if in an **insured's** control;

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

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

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10. **Concealment or Fraud. We** do not provide coverage to an **insured** who, whether before or after a loss, has:
    a. Intentionally concealed or misrepresented any material fact or circumstance;
    b. Engaged in fraudulent conduct; or
    c. Made false statements;
    relating to this insurance.

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Ohio Special Provisions

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Liability - Exclusions

In **A. Liability Coverage E – Personal Liability and Coverage F – Medical Payments to Others, 16.a. War** is replaced with the following:

a. Declared or undeclared war, civil war, insurrection, rebellion, or revolution;

Policy Conditions

4. Cancellation is replaced with the following:

4. Cancellation.

a. A named **insured** shown in the Declarations may cancel this policy by:

(1) Returning this policy to **us**; or

(2) Giving **us** advance notice of the date cancellation is to take effect.

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

b. **We** may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. This cancellation notice may be electronically transmitted to **you**, if permissible by law, or mailed to **you** at **your** mailing address shown in the Declarations. Proof of mailing or electronic transmission will be sufficient proof of notice. **We** will also deliver or mail a copy of the notice to any Additional Insured named in the Declarations.

(1) **We** may cancel at any time by letting **you** know at least ten (10) days before the date cancellation takes effect if **we** cancel because:

(a) **You** have not paid the premium;

(b) There has been a material misrepresentation of fact related to this insurance; or

(c) Evidence of arson exists;

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(2) When this policy has been in effect for less than sixty (60) days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least thirty (30) days before the date cancellation takes effect; or

(3) When this policy has been in effect for sixty (60) days or more, or at any time if this is a renewal with **us**, **we** may cancel if the risk has changed substantially since the policy was issued.

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

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

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

All other provisions of this policy apply.

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Ineligible Firearm Exclusion

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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 ten (10) rounds;
   - **i.** A semi-automatic centerfire rifle shorter than thirty (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;

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(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;
(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.

SAMPLE

Property – Exclusions

The following exclusion is added:

This policy does not provide any coverage for:
1. **Ineligible Firearm.**

All other provisions of this policy apply.

Canine Liability Exclusion

SAMPLE

Liability – Exclusions

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

A. Liability Coverage E – Personal Liability and Coverage F – Medical Payments to Others.

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

1. Canines

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

Akitas, American Bull Terrier, American Staffordshire Terrier, Bull Terrier, Chows, Doberman Pinschers, Pit Bull Terrier, Presa Canarios, Rottweilers, Staffordshire Terrier, Wolf Hybrids, any dog trained to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog, any dog with a prior bite history as documented by a police report, a civil complaint or a filed insurance claim.

This exclusion does not apply to the listed breeds if the dog(s) is certified as a Seeing Guide Dog, Hearing Dog or is trained to assist the physically disabled.

All other provisions of this policy apply.

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

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

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

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

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

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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Ohio Fraud Statement

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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Installment Fees and Unpaid Premium Notice

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

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

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

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

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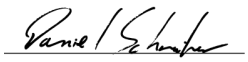
Well, look who made it here!

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

SAMPLE

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

Sincerely,
Daniel, Shai, and the Metromile Insurance Company Team



Daniel Schreiber
President and CEO



Scott Fischer
Secretary

In witness whereof, Metromile Insurance Company had this policy signed by its duly authorized officers

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