

You're Amazing.



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

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

Lemonade

Lemonade

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



POLICY NUMBER
LP527064447

POLICY START DATE
Nov 01, 2023 12:01am

POLICY EXPIRES ON
Nov 01, 2024 12:01am

NAME OF INSURED
John Doe

INSURED PROPERTY ADDRESS
513 Boswell Ct, Virginia Beach,
VA, 23452

INSURED EMAIL
John.Doe@email.com

COVERAGE SUMMARY

COVERAGE	MAXIMUM AMOUNT	COST
Personal Property	\$40,000	Included
Loss Of Use	\$12,000	Included
Personal Liability	\$100,000	Included
Medical Payments To Others	\$1,000	Included
\$500 Deductible		Included
Total Premium	\$376 (\$31.34/mo)	

DOCUMENTS ATTACHED TO THIS POLICY

FORM NUMBER	FORM NAME
LEM 04 VA 09 23	Virginia Lemonade Renters Form
LEM-VANOTICE02 (09-23)	VA Earthquake Exclusion Notice
LEM-VANOTICE03 (09-23)	VA Flood Exclusion Notice
LEM-VANOTICE01 (05-18)	Important Notice
IL P 001 01 04	OFAC (Office Of Foreign Assets Control) Notice
LEM-3019 (11-22)	Inflation Protection Coverage
LEM-NOTICE- PAYMENT (04-23)	Payments Notice



Lemonade

RENTERS POLICY



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

A handwritten signature in black ink that reads "Daniel Schreiber". The signature is written in a cursive style and is positioned above a horizontal line.

Daniel Schreiber
President and CEO

A handwritten signature in black ink that reads "Scott Fischer". The signature is written in a cursive style and is positioned above a horizontal line.

Scott Fischer
Secretary



VIRGINIA LEMONADE RENTERS FORM

AGREEMENT

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

DEFINITIONS

- A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
1. "Actual cash value" means the amount equal to the replacement cost minus depreciation of damaged or stolen property at the time of the loss.
 2. "Aircraft" means a machine or device capable of atmospheric flight, including hobby or model "aircraft", drones, self-propelled missiles, and spacecraft.
 3. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
 4. "Business" means a trade, profession or occupation whether a full-time, part-time or occasional activity including;
 - a. "Home-sharing host activities";
 - b. "Farming";
 - c. The rental of the whole or a part of the "residence premises" by an "insured"; or
 - d. The "business" use of a part of the "insured location"."Business" does not include:
 - e. The "occasional rental" of the whole or a part of the "residence premises" for dwelling purposes;
 - f. The rental or holding for rental of a part of the "residence premises" for no more than two roomers or boarders for use as a primary residence;
 - g. The rental of a part of the "residence premises" as a private garage;
 - h. The rental of a part of the "residence premises" as an office, school or studio; or
 - i. The "insured's" use of the "residence premises" for remote work under an agreement with the "insured's" employer.
 5. "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".
 6. "Farming" means the use of land and buildings primarily for agricultural purposes with the objective of:
 - a. Raising animals to produce food for sale or distribution to the public; and
 - b. Growing crops for sale or distribution to the public.
 7. "Fixtures" means permanently installed components of the dwelling or other structures including:
 - a. Wells;
 - b. Plumbing systems;
 - c. Pumps;
 - d. Air conditioning equipment, systems and parts;
 - e. Heating equipment, systems and parts;
 - f. Hot water heaters;
 - g. Lighting systems; or
 - h. Built-in appliances and other components where removal would deface or damage the dwelling.

8. "Home-sharing host activities" means:
 - a. Rental of the whole or part of the "residence premises" for lodging purposes to a "home-sharing occupant" through a "home-sharing network platform" during the policy term:
 - (1) For more than seven consecutive or random days; or
 - (2) That generates revenue of more than \$2,500; and
 - b. Any other related property or services made available by an "insured" for use during such rental and outlined in the agreement which is entered into through the "home-sharing network platform" except those property or services provided by another party.
9. "Home-sharing network platform" means an online-enabled application, website 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, website or digital network.
10. "Home-sharing occupant" means a person, other than an "insured", who:
 - a. Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
 - b. Is accompanying or staying with a person described in Paragraph 8.a. above under such "home-sharing host activities".
11. "Hovercraft" means a self-propelled air cushioned vehicle that can travel over land and water.
12. "Insured" means:
 - a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
 - b. Under Section II:
 - (1) A person having custody or possession of an insured's pet, unless the custody or possession is in the course of the person's "business" or without the insured's permission;
 - (2) A person using or having custody of an "insured's" covered watercraft unless the use, custody or possession is in the course of the person's "business" or without the "insured's" permission; and
 - (3) "Residence employees" while engaged in the duties of their employment with respect to a "motor vehicle", "recreational motor vehicle", "hovercraft" or covered watercraft insured under the Policy.
13. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises described in a. and b. above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
 - e. Unimproved land, other than land used for "farming", owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
14. "Motor vehicle" means a vehicle that is self-propelled or designed for self-propulsion and is designed or licensed for use on public roads.
15. "Occasional rental" means rental of the whole or a part of the "residence premises" for lodging purposes during a policy term for:



- a. Seven or fewer consecutive or random days; or
- b. That generates revenue of up to \$2,500.

"Occasional rental" is not "home-sharing host activities".

- 16. "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".
- 17. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- 18. "Recreational motor vehicle" means a vehicle designed for recreational use off public roads and not subject to "motor vehicle" registration.
- 19. "Residence employee" means:
 - a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".
- 20. "Residence premises" means:
 - a. A dwelling, other structures and grounds at the location shown in the Declarations; and
 - b. That part of any other building occupied by you for residential purposes.
- 21. "Vacant" means a dwelling:
 - a. That has not been occupied as a residence for more than 60 consecutive days immediately before a loss; and
 - b. Where most of the named insured's personal property has been removed such that the dwelling is not functional as a customary place of residence.

A dwelling is not occupied if the dwelling is being used without the permission of an insured. A dwelling under construction or being remodeled, repaired or renovated is not "vacant".

C. In this Policy, the terms:

- 1. Roomer;
- 2. Boarder;
- 3. Tenant; or
- 4. Guest;

do not include a "home-sharing occupant".

SECTION I – PROPERTY COVERAGES

A. Coverage C – Personal Property

1. Covered Property

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

- a. Others while the property is on the part of the "residence premises" occupied by an "insured";
- b. A guest while the property is in any residence occupied by an "insured"; and
- c. A "residence employee" while the property:
 - (1) Is in any residence occupied by an "insured"; or
 - (2) Is in the physical custody of that employee and that employee is engaged in the service of an "insured".

2. Limit For Property At Other Locations

a. Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,500, whichever is greater. However, this limitation does not apply to personal property:

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





- (a) Being remodeled, renovated or repaired; and
 - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

b. Self-storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage C, or \$1,500, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
 - (a) Being remodeled, renovated or repaired; and
 - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises".

3. Special Limits Of Liability

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

- a. \$100 on money, bank notes, bullion, gold other than goldware and gold-plated ware, silver other than silverware and silver-plated ware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

- c. \$1,000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors. This limit does not apply to rowboats or canoes.
- d. \$500 on trailers or semitrailers not used with watercraft of all types.
- e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. \$500 for loss by theft of firearms and related equipment.
- g. \$2,500 on "business" property on the "residence premises".
- h. \$500 on "business" property, away from the "residence premises". However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".
- i. \$2,000 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals, including antennas;
 - (2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and
 - (3) Is permanently installed in a "motor vehicle".
- j. \$250 on tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".



This includes a "motor vehicle's" equipment, and parts, that are permanently installed in the "motor vehicle". However, this Paragraph 4.c. does not apply to:

- (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
- (2) "Motor vehicles" and motorized bicycles which are:
 - (a) Vehicles used to service the "residence premises";
 - (b) Utility trailers that are not licensed for road use; or
 - (c) Electric mobility devices designed to assist an individual that has a disability;
- d. "Aircraft" and parts, except we shall provide coverage for:
 - (1) Drones without cameras and drones that are not capable of carrying people or cargo; and
 - (2) Model or hobby "aircraft" not used or designed to carry people or cargo;
- e. "Hovercraft" except:
 - (1) Vehicles used to service the "residence premises"; or
 - (2) Electric mobility devices designed to assist an individual that has a disability;
- f. Property of:
 - (1) A "home-sharing occupant" during "home-sharing host activities"; and
 - (2) Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in:
 - (1) A space while rented to a "home-sharing occupant"; or
 - (2) Subject to Paragraph g.(1), an apartment rented to others by an "insured".

This Paragraph g.(2) does not apply to "occasional rental" or on the part of the "residence premises" occupied by roomers, boarders or tenants;
- h. Property while being used during "home-sharing host activities";
- i. Property rented to others off the "residence premises";
- j. "Business" data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- k. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
- l. Water or steam;
- m. Virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency; or
- n. Property that is unlawful to own or possess under state or federal law.

B. Coverage D – Loss Of Use

The limit of liability for Coverage D applies separately to 1. Additional Living Expense and 2. Fair Rental Value and includes any coverage provided under 3. Civil Authority Prohibits Use. Civil Authority Prohibits Use does not increase the limit of liability for Additional Living Expense or Fair Rental Value.

1. Additional Living Expense

If a loss covered under Section I makes the dwelling not fit to live in, we cover any necessary increase in living expenses incurred by you and residents of your household who are:

- a. Your relatives; or
- b. Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

so that your household can maintain its normal standard of living.

Payment will be for the time reasonably required to repair or replace the damaged property or, if your household permanently relocates, the time reasonably required for your household to settle elsewhere.

We do not cover living expenses that do not continue.

2. Fair Rental Value

If a loss covered under Section I makes any part of the dwelling or other structure not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the time reasonably required to repair or replace the damaged property.

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

3. Civil Authority Prohibits Use

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

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.

No deductible applies to this coverage.

C. Additional Coverages

1. Debris Removal

We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss;
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building; or
- c. Fallen trees which cause damage to covered property.

This expense is included in the limit of liability that applies to the damaged property.

When the amount payable for the actual damage to the property plus the expense for debris removal exceed the limit of liability for the damaged property, an additional 5% of that limit of liability will be available to cover debris removal expense.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this Policy and the damage is caused by a Peril Insured Against. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property; or
 - (2) Relieve you of your duties, in case of a loss to covered property, described in C.3. under Section I – Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

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



We will pay up to 5% of the limit of liability that applies to Coverage **C** for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. The limit of liability for this coverage includes debris removal coverage when the tree, plant or shrub does not cause damage to covered property.

We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

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

b. If the fire department service charge is not covered under the terms of Paragraph a., then the following applies:

We will pay up to \$250 for your liability assumed for fire department charges incurred when a volunteer fire department is called to save or protect covered property from a Peril Insured Against.

This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

- (1) The volunteer fire department is not fully funded by real estate taxes or other property taxes; and
- (2) The charge is not made pursuant to a contract for service outside the volunteer fire department's fire protection district, city or municipality.

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

5. Property Removed

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

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

The time period under Property Removed is not limited by expiration of this Policy.

6. Loss Assessment

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

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

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

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

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

This coverage is additional insurance.

7. Collapse

a. For the purpose of this Additional Coverage – Collapse, collapse means a falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

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

- (1) A building or any part of a building that is in danger of falling down or caving in;
- (2) A part of a building that is standing, even if it has separated from another part of the building; or
- (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

- (1) The Perils Insured Against;
- (2) Decay, of a building or any part of a building, that is hidden from view;
- (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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

- e. 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, including but not limited to when an ordinance or law requires the use of safety glass in replacement of damaged glass that is a part of the dwelling or other structure;
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
- (3) The direct physical loss to covered property caused by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
- (2) On the "residence premises" if the dwelling is "vacant", except when breakage results directly from earth movement as provided in **a.(2)** above. If loss caused by a Peril Insured Against ensues, we will provide coverage for the ensuing loss.

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

9. Building Additions And Alterations

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

This coverage is additional insurance.

10. Ordinance Or Law

- a. We will pay up to 10% of the limit of liability that applies to Building Additions And Alterations for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

- c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

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

Pollutants means any solid, liquid, gaseous or thermal irritants or contaminants, including vapors, fumes, acids, alkalis, chemicals and waste.

This coverage is additional insurance.

11. Grave Markers

We will pay up to \$500 for cemetery property on or off the "residence premises" including monuments, headstones, grave markers and urns for loss caused by a Peril Insured Against under Coverage **C**.

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

SECTION I – PERILS INSURED AGAINST

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

1. Fire Or Lightning

2. Windstorm Or Hail

This peril includes loss to watercraft and their trailers, furnishings, equipment and outboard engines or motors, only while inside a fully enclosed building. As used in this Paragraph **2.**, watercraft does not include rowboats and canoes.

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

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

This peril means sudden and accidental damage from smoke or soot, 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 or soot from agricultural smudging or industrial operations.

8. Vandalism Or Malicious Mischief

9. Theft

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

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

(1) Committed by an "insured";

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

(3) If committed by roomers, boarders, tenants, employees of the tenants, or members of the tenants' household; or

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

10. Falling Objects

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



11. Weight Of Ice, Snow Or Sleet

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

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge, overflow or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
 - (1) To the system or appliance from which the water or steam escaped;
 - (2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar equipment.
- d. Section I – Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

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

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance. This provision does not apply to a dwelling that is "vacant", under construction, or unoccupied for four or more consecutive days, and the "insured" has failed to use reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water.However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.
- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

16. Volcanic Eruption

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

SECTION I – EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

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

Pollutants means any solid, liquid, gaseous or thermal irritants or contaminants, including vapors, fumes, acids, alkalis, chemicals and waste.

We shall provide coverage when an ordinance or law requires the use of safety glass in replacement of damaged glass that is a part of the dwelling or other structure.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting.

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

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

3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this exclusion.

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

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

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

4. Power Failure

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

5. War

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

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

6. Nuclear Hazard

This Exclusion 6. pertains to Nuclear Hazard to the extent set forth in M. Nuclear Hazard Clause under Section I – Conditions.

We do not insure for loss caused directly by any of the following. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Neglect

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

2. Intentional Loss

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



This exclusion only applies to an "insured" who commits or conspires to commit an act with the intent to cause a loss.

3. Governmental Action

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

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

SECTION I – CONDITIONS

A. Insurable Interest And Limit Of Liability

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

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

B. Deductible

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

With respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
2. If two or more deductibles under this Policy apply to the loss, only the highest deductible amount will apply.

C. Duties After Loss

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

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
4. Cooperate with us in the investigation of a claim;
5. Prepare an inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
6. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath and sign the same;
7. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the Policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in 5. above; and
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

D. Loss Settlement

1. Eligible Property

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

- (1) Coverage **C**; and
 - (2) If covered in this Policy, awnings, outdoor antennas and satellite dishes.
- b. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this Policy and not subject to agreed value loss settlement:
- (1) Jewelry;
 - (2) Furs and garments:
 - (a) Trimmed with fur; or
 - (b) Consisting principally of fur;
 - (3) Cameras, projection machines, films and related articles of equipment;
 - (4) Musical equipment and related articles of equipment;
 - (5) Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (a) Pens or pencils;
 - (b) Flasks;
 - (c) Smoking implements; or
 - (d) Jewelry; and
 - (6) Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

2. Ineligible Property

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

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.
- b. Memorabilia, souvenirs, collectors items and similar articles, whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

3. Replacement Cost Loss Settlement Condition

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

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of loss;
 - (3) The limit of liability that applies to Coverage **C**, if applicable;
 - (4) Any applicable special limits of liability stated in this Policy; or
 - (5) For loss to any item described in 1.b.(1) – (6) above, the limit of liability that applies to the item.
- b. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim, in accordance with the provisions of this Condition **D. Loss Settlement**, for the difference between the actual cash value and the full replacement cost of the buildings within six months of the later of:
 - (1) The last date you received a payment for "actual cash value"; or
 - (2) The date of entry of a final order of a court of competent jurisdiction declaring your right to replacement cost.

E. Loss To A Pair Or Set

We shall determine loss to property that is part of a pair or set in a reasonable and fair proportion of the total value of the pair or set.

F. Appraisal

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

Each party will:

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

If the written demand is made by us, then you shall be reimbursed by us for the reasonable cost of your appraiser and your portion of the cost of the umpire.

G. Other Insurance And Service Agreement

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

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

H. Suit Against Us

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

I. Our Option

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

J. Loss Payment

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

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

K. Abandonment Of Property

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

L. No Benefit To Bailee

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

M. Nuclear Hazard Clause

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

N. Recovered Property

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

O. Volcanic Eruption Period

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





P. Policy Period

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

Q. Concealment Or Fraud

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

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

relating to this insurance.

R. Loss Payable Clause

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

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

S. Loss Clause

Payment of loss will not reduce the amount of this insurance.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

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

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

B. Coverage F – Medical Payments To Others

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

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

SECTION II – EXCLUSIONS

A. Motor Vehicle Liability

Coverages E and F do not apply to "bodily injury" or "property damage" arising out of:

1. The ownership, maintenance, use, loading or unloading of any "motor vehicle" or "recreational motor vehicle" owned or operated by or rented or loaned to an "insured";
2. The entrustment by an "insured" of a "motor vehicle" or "recreational motor vehicle" to any person; or
3. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in Paragraph 1. or 2. above.

This exclusion does not apply to:

4. A vehicle primarily used in servicing the "residence premises" while on or off the "residence premises";
5. A golf cart used for golfing purposes within a golfing facility, including crossing public roads to access other parts of the golfing facility;
6. A "recreational motor vehicle" on an "insured location"; or



7. A "motor vehicle" held in dead storage on the "residence premises".

B. Watercraft Liability

Coverages **E** and **F** do not apply to "bodily injury" or "property damage" arising out of:

1. The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
2. The entrustment by an "insured" of an excluded watercraft described below to any person; or
3. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

4. Powered by an engine with no more than 25 horsepower;
5. A sailing vessel no more than 26 feet in length with or without auxiliary power; or
6. On an "insured location".

C. Aircraft Liability

This Policy does not cover "bodily injury" or "property damage" arising out of:

1. The ownership, maintenance, use, loading or unloading of an "aircraft";
2. The entrustment by an "insured" of an "aircraft" to any person; or
3. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an "aircraft".

This exclusion does not apply to:

4. Drones without cameras and drones that are not capable of carrying people or cargo; or
5. Hobby "aircraft" or model "aircraft" that are not capable of carrying people or cargo.

D. Hovercraft Liability

This Policy does not cover "bodily injury" or "property damage" arising out of:

1. The ownership, maintenance, use, loading or unloading of a "hovercraft";
2. The entrustment by an "insured" of a "hovercraft" to any person; or
3. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a "hovercraft".

This exclusion does not apply to:

4. Vehicles primarily used in servicing the "residence premises" while on or off the "residence premises"; or
5. On an "insured location".

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

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

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", but only with respect to that person, even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended.

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

2. Business

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

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

- b. This Exclusion **E.2.** does not apply to incidental "business" activities:

- (1) Conducted by an "insured" who is younger than 21 years of age;
- (2) Produces revenue of no more than \$2,500 during the policy period; or

(3) A combination of Paragraphs (1) and (2).

3. Professional Services

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

4. Insured's Premises Not An Insured Location

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

- a. Owned by an "insured";
 - b. Rented to an "insured"; or
 - c. Rented to others by an "insured";
- that is not an "insured location";

5. War

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

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

6. Communicable Disease

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

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

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

8. Controlled Substance And Unlawful Property

"Bodily injury" or "property damage" arising out of the manufacture, delivery, use, sale, transfer or possession of:

- a. A controlled substance, except for the legitimate use of prescription drugs by a person following the orders of a licensed medical provider; or
- b. Property that is unlawful.

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

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:

- a. Your share of any loss assessment charged against all members of any property owner's association; or
- b. Assumed by an "insured" under contracts or agreements that are not in writing. This exclusion does not apply to liability that an "insured" would have had without a contract or agreement;

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 of others in the care, custody or control of an "insured";

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 such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definition **12.a**.

G. Coverage F – Medical Payments To Others

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

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

- a. Occurs off the "insured location"; and
- b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

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

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

3. From any:

- a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;
- all whether controlled or uncontrolled or however caused; or
- d. Any consequence of any of these; or

4. To:

- a. A "home-sharing occupant"; or
- b. Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. All premiums on appeal bonds required in a suit: premiums on bonds to release attachments in a suit for an amount not more than the applicable limit of liability of the Policy; and the cost of bail bonds required of an insured because of an occurrence to which the Policy applies, of at least \$250 per bail bond, except we shall have no obligation to apply for or furnish the bonds;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
4. Prejudgment interest incurred; and
5. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

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

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$250 per "occurrence" for "property damage" to property of others caused by an "insured".



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

D. Loss Assessment

1. We will pay up to \$1,000 for your share of any loss assessment charged against all members of any property owner's association, when the assessment is made as a result of:
 - a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. **Policy Period** under **Section II – Conditions** does not apply to this **Loss Assessment Coverage**.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II – CONDITIONS

A. Limit Of Liability

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

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

B. Severability Of Insurance

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

C. Duties After Occurrence

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

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

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under Section II – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

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

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

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

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An Insured

Bankruptcy or insolvency of an "insured" or an "insured's" estate will not relieve us of our obligations under this Policy.

H. Other Insurance

1. Coverage E – Personal Liability:

If a loss covered by this Policy is also covered by other insurance on a primary basis, 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. However, with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any "motor vehicles" or watercraft to which this Policy applies, this insurance under Coverage **E** – Personal Liability shall be excess over any other valid and collectible insurance available to the "insured".

2. Coverage F – Medical Payments To Others:

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

I. Policy Period

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

J. Concealment Or Fraud

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

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

relating to this insurance.



K. Judgements Returned Unsatisfied

If execution on a judgment against an "insured" or an "insured's" personal representative is returned unsatisfied in an action brought to recover damages for injury sustained or for loss or damage incurred during the policy term, then an action may be maintained against us under the terms of this Policy for the amount of the judgment not exceeding the amount of the applicable limit of coverage under this Policy.

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

If we make a change which broadens coverage without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state.

B. Waiver Or Change Of Policy Provisions

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

C. Cancellation

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing or via electronic correspondence of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. The notice will include the reasons for cancellation. This cancellation notice may be delivered to you electronically. If you have chosen not to receive electronic correspondence, the cancellation notice will be delivered to you or mailed to you at your mailing address shown in the Declarations.

If notice is mailed, we will mail the cancellation notice to you in accordance with Virginia Law. We will retain a copy of the notice. Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 90 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 90 days or more, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:
 - (1) Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;
 - (2) Discovery of fraud or material misrepresentation;
 - (3) Willful or reckless acts or omissions increasing the probability that a peril insured against will occur as determined from a physical inspection of the insured premises;
 - (4) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises; or
 - (5) Foreclosure efforts by the secured party against the subject property covered by the Policy that have resulted in the sale of the property by a trustee under a deed of trust as duly recorded in the land title records of the jurisdiction in which the property is located.

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

3. When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

D. Nonrenewal

We may elect not to renew this policy. We may do so by letting you know in writing at least 30 days before the expiration date of the policy. The notice will include the reasons for nonrenewal. Notice may be delivered to you electronically. If you have chosen not to receive electronic correspondence, we may deliver or mail to you at your mailing address shown in the Declarations. If notice is mailed, we will mail the nonrenewal notice to you in accordance with Virginia Law. We will retain a copy of the notice. Proof of mailing will be sufficient proof of notice.

E. Assignment

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

F. Subrogation

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

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

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

G. Death

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

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death; and
2. "Insured" includes:
 - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
3. The "named insured" includes the spouse, if not already a "named insured" and if residing in the household at the time of the death.

H. Modification Of Terms

The terms of this Policy are amended to conform to the statutes, rules and regulations of the state where this Policy is issued whenever the terms of this Policy are less favorable to the "insured".



IMPORTANT INFORMATION REGARDING YOUR INSURANCE

ADVISORY NOTICE TO POLICYHOLDERS VIRGINIA EARTHQUAKE EXCLUSION



Disclosure in accordance with § 38.2-2129

Your policy does not protect you against losses from earthquakes. Earthquake coverage is excluded unless purchased by endorsement.

Earthquake coverage will need to be purchased from another insurance company as such coverage is not available by Lemonade Insurance Company nor through its Agent, Lemonade Insurance Agency, LLC.

No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this Advisory Notice to Policyholders, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.**

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

ADVISORY NOTICE TO POLICYHOLDERS VIRGINIA FLOOD EXCLUSION



Disclosure in accordance with § 38.2-2125

Your policy does not protect you against damage from flood, surface water, waves, tidal water, or any other overflow of a body of water. Information about flood insurance is available and can be obtained by contacting the Lemonade Insurance Company, its agents or the National Flood Insurance Program. For an additional premium, contents coverage may be available with the flood policy.

No coverage is provided by this notice nor can it be construed to replace any provision of your Lemonade policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the Lemonade policy and this Advisory Notice to Policyholders, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.**

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact us at:

Lemonade Insurance Company
5 Crosby St
New York, NY 10013
(844) 733-8666
help@lemonade.com



If you have been unable to contact or obtain satisfaction from the company, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157
1-800-552-7945 (Toll-Free for Virginia Residents)
1-877-310-6560 (Toll-Free for Out-of-State Calls)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

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

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

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
INFLATION PROTECTION COVERAGE

This endorsement modifies insurance under the following form:

Lemonade Renters Form

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

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

All other terms and conditions of the policy remain unchanged.



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

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

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

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

