Thank you for becoming an Allstate Property and Casualty Homeowners insurance customer. We appreciate your business and want to remind you that you're backed by an experienced Allstate team that's ready to help you protect your family, your home, and your financial security.

**Your policy documents are inside.**
You'll find your coverages, limits, deductibles, and premiums listed on the enclosed Policy Declarations, along with any discounts you have. Your new policy is also enclosed.

Before storing these documents with your other important papers, please read them carefully, particularly the Policy Declarations to make sure it accurately reflects your information and the choices you've made. If there's anything you'd like to change, please get in touch with your agent right away.

**About your premium payment.**
Unless a mortgage company or lienholder pays your insurance premium for you, keep an eye out for your bill, which will include information on payment options.

If you're paying your premium using the Allstate Easy Pay Plan, you will not receive a bill. Instead, we'll send you a statement detailing your withdrawal schedule for the policy period.

*(over)*
We're here to help you.
Feel free to call your agent at (202) 635-0850. Or take advantage of the online services at allstate.com, where you can view your policy information and even make a payment by registering at the Allstate Customer Care Center. And for 24-hour-a-day, 7-day-a-week service and information, just call 1-800-ALLSTATE® (1-800-255-7828).

Insure today. Secure tomorrow.℠
Protecting your home and belongings is crucial to safeguarding your overall financial security, so keep in mind that insurance needs can change as your life does. If you need to adjust your coverage to keep up with your changing needs, please get in touch with your agent soon.

We're delighted you've chosen Allstate Property and Casualty. Welcome.

Steven P. Sorenson
President, Allstate Property and Casualty Insurance Company
# Homeowners Policy Declarations

## Summary

<table>
<thead>
<tr>
<th>NAMED INSURED(S)</th>
<th>YOUR ALLSTATE AGENT IS:</th>
<th>CONTACT YOUR AGENT AT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mai and Gene Y Woo</td>
<td>Rudolph Alston III</td>
<td>(202) 635-0850</td>
</tr>
<tr>
<td>6555 Brooks Place</td>
<td>2901 12th St Ne</td>
<td>Washington DC 20017</td>
</tr>
<tr>
<td>Falls Church VA 22044-1106</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY PERIOD</th>
<th>PREMIUM PERIOD</th>
</tr>
</thead>
</table>

**LOCATION OF PROPERTY INSURED**

6555 Brooks Place, Falls Church, VA 22044-1106

## Total Premium for the Premium Period

(Your bill will be mailed separately)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium for Property Insured</td>
<td>$1,942.66</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,942.66</td>
</tr>
</tbody>
</table>
## POLICY COVERAGES AND LIMITS OF LIABILITY

**Coverage and Applicable Deductibles**

(See Policy for Applicable Terms, Conditions and Exclusions)

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Deductible</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling Protection - with Building Structure Reimbursement Extended Limits</td>
<td>$1,500 All Peril Deductible Applies</td>
<td>$1,040,000</td>
</tr>
<tr>
<td>Other Structures Protection</td>
<td>$1,500 All Peril Deductible Applies</td>
<td>$104,000</td>
</tr>
<tr>
<td>Personal Property Protection - Reimbursement Provision</td>
<td>$1,500 All Peril Deductible Applies</td>
<td>$780,000</td>
</tr>
<tr>
<td>Family Liability Protection</td>
<td></td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>Guest Medical Protection</td>
<td></td>
<td>$5,000 each person</td>
</tr>
</tbody>
</table>

Coverage for other (appurtenant) structures and loss of use of your residence premises (add’l living expense) included.

Sewer Back-Up

- $250 Sewer Back-up Deductible Applies

### Discounts

Your premium reflects the following discounts on applicable coverage(s):

<table>
<thead>
<tr>
<th>Discount Type</th>
<th>Percentage</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protective Device</td>
<td>4.00 %</td>
<td>Renovated House</td>
<td>1.00 %</td>
</tr>
<tr>
<td>55 and Retired</td>
<td>4.00 %</td>
<td>Claim Free</td>
<td>20.00 %</td>
</tr>
<tr>
<td>Age of Home</td>
<td>6.00 %</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Rating Information

The dwelling is of Fire Resistive construction and is occupied by 1 family

Your dwelling is 2 mile(s) to the fire department
Allstate Property and Casualty Insurance Company

Policy Number: 977175156 10/15  Your Agent: Rudolph Alston III (202) 635-0850
For Premium Period Beginning: Oct. 15, 2013

Your Policy Documents
Your Homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Homeowners Policy form APC355
- Ext. Protection Amend. End. form APC356
- VA Water Damage Endorsement form AP152
- Homeowners Amendatory Endorsement form APC554

Important Payment and Coverage Information

Earthquake coverage is excluded unless purchased by endorsement. Allstate does not sell earthquake coverage.

The Property Insurance Adjustment condition applies using the Marshall & Swift/Boeckh building cost index.

Please note: This is not a request for payment. Any adjustments to your premium will be reflected on your next scheduled bill which will be mailed separately.

IN WITNESS WHEREOF, Allstate Property and Casualty Insurance Company has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate Property and Casualty Insurance Company.

Steven P. Sorenson
President

Mary J. McGinn
Secretary
Important Notice

Privacy Policy Statement

Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, social security number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to, your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit allstate.com, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use allstate.com.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
• Market our products
• Handle your claim
• Prevent fraud
• Comply with requests from regulatory and law enforcement authorities
• Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:
• Your agent, broker or Allstate-affiliated companies
• Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
• Business partners that assist us with tracking how visitors use allstate.com.
• Other financial institutions with whom we have a joint marketing agreement
• Other insurance companies that play a role in an insurance transaction with you
• Independent claims adjusters
• A business or businesses that conduct actuarial or research studies
• Those who request information pursuant to a subpoena or court order
• Repair shops and recommended claims vendors

The Internet and Your Information Security
We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstate.com. The website may also use Web beacons (also called “clear GIFs” or “pixel tags”) in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the allstate.com homepage.

To learn more, the allstate.com Privacy Statement provides information relating to your use of the web site. This includes, for example, information regarding:
1) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
2) who should use our web site;
3) the security of information over the Internet; and
4) links and co-branded sites.

How You Can Review and Correct Your Personal Information
You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:
Allstate Insurance Company Customer Privacy Inquiries
P.O. Box 40047
Roanoke, VA 24022-0047

Your Preference for Sharing Personal Information
We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.
To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request. If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

We Appreciate Your Business
Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don’t hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-Allstate.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company


Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

For California residents:
Pursuant to California law, we need to disclose to you that we would obtain your consent before sharing medical information for marketing purposes.

For Montana residents:
Pursuant to Montana law, you may also request a record of any disclosure of your medical information during the preceding three years. Please send requests to: Allstate Insurance Company Customer Privacy Inquiries, P.O. Box 40047, Roanoke, VA 24022-0047

For Nevada Residents:
Allstate is committed to serving you when and where you prefer as we help you protect what you have today and prepare you for the future. To that end, and as Nevada law requires, if you do not want to receive sales calls from Allstate, you have the option to be placed on our internal “do not call” list. (Please disregard this notice if you have already been added to Allstate’s internal “do not call” list.) You may make this request in the following convenient ways:

- Contact your local Allstate agency
- Call 1-800-ALLSTATE and speak with a customer representative
- Visit allstate.com, click on Contact Us and send us an e-mail
- Write to us at Allstate Insurance Company, Attn: Customer Service, P.O. Box 40047, Roanoke, VA 24022-0047
In your discussion or correspondence with us, please be sure to provide us with your name, address and all telephone numbers you wish to include on our list. If you have questions about this notice, you may contact us at the address listed above or you may also contact the Nevada Attorney General’s office at:

Office of the Nevada Attorney General
Bureau of Consumer Protection
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101
Phone: (702) 486-3132
Email: BCPINFO@ag.state.nv.us

Please note that Allstate’s “do not call” list is limited only to telephone solicitation calls. We may still contact you about your Allstate policy, billing issues, claims and other service matters.

For Vermont residents:
We won’t share your personal information with Allstate companies for marketing purposes except as allowed by Vermont law.

(ed. 8/2012) X66702-1v5
Address Confirmation Request

Please Confirm Your Current Address

As you may know, we base our property insurance rates, in part, on where a customer's property is located. According to our records, the location of the dwelling your property policy covers is:

Address: 6555 Brooks Place
City/Village/Township: Falls Church
State: VA
Zip: 22044 -1106
County: Fairfax

We ask that you please review this information to make sure the address we've listed above is accurate. If you see any information that is incorrect, please contact your Allstate representative as soon as possible and provide them with the correct information. Once we receive your updated information, we will send you an Amended Policy Declarations and, if necessary, adjust your insurance premium to reflect the updated information.

If the information above is correct, you do not need to contact us. Feel free to contact your Allstate representative with any questions you may have about this notice.
Important Notice

Important Information About Your Allstate Policy

The enclosed Policy Declarations includes important information, such as your address, the coverages and coverage limits you’ve chosen, the names of insured persons — as well as other details pertinent to your policy. These details may include, for example, for motor vehicle policies, the drivers and vehicles you’ve insured, as well as the vehicle identification numbers (VIN) assigned to your insured vehicles; and, for property policies, the location of the insured property and mortgagee information, if applicable. Your Policy Declarations also lists any discounts or surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits — or you may want to change other information relating to your policy, whether it be a motor vehicle, your home or other insured property. You may also want to contact your Allstate representative for information concerning discounts that may be available for your policy.

Making changes to your policy

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate representative of the change as soon as possible. With a few exceptions, any changes will be effective as of the date you notify us.

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate agent or our Customer Information Center at 1-800-ALLSTATE (1-800-255-7828).
Important Notice

Information about Flood Insurance

Protection against flood damage
Most homeowners, renters and commercial insurance policies do not provide coverage for damage caused by floods. In fact, protection against floods is generally available only through a separate policy.

That’s why Allstate is a participant in the National Flood Insurance Program and offers standard flood insurance policies*. A flood policy can help complete the insurance protection for your property and help protect your financial well-being.

You may need it more than you think
Approximately 90% of all disasters in the U.S. are flood related. While you may think that it couldn’t happen to you, over 25% of all flood losses occur in low to moderate risk areas.

And because flood damage is often accompanied by other damage, such as wind and hail (which is typically covered under a property policy), selecting Allstate gives you the convenience and peace of mind that comes with working with just one claim adjuster and one agent, instead of two or more.

It’s affordable
The federal government sets the rates for flood insurance, so there’s typically no difference in rates from policy to policy — you can generally switch to a flood insurance policy administered by Allstate for the same amount of premium. If you choose Allstate, you can have the service, convenience and comfort you’ve come to expect from us.

For more information about flood insurance, or if you have any questions about your policy in general, please contact your Allstate representative or visit us at allstate.com.

* Allstate provides the standard flood insurance policy under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations. The standard flood insurance policy is written by Allstate for the National Flood Insurance Program which is administered by the Federal Insurance Administration, part of the Federal Emergency Management Agency.

Subject to availability and qualifications. Other terms, conditions and exclusions may apply.
Information about Scheduled Personal Property Coverage

Protection for your valuables
Allstate offers Scheduled Personal Property (SPP) coverage to help protect your valuables.

These items can include jewelry (such as engagement and wedding rings), fine art and musical instruments. Sports equipment, such as golf clubs, can also be covered by SPP.

In addition, SPP can cover valuables stored outside of your home in a safe deposit box or bank.

Already have SPP?
Even if you currently have SPP coverage, it’s a good idea to review your coverage annually. It’s possible that the value of your property has changed or that you have purchased new items that have not been added to your coverage.

Affordable coverage
The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need—the rates are generally a small percentage of the total value of the items you’re insuring. This could mean that your valuables are being protected for only a fraction of the cost.

To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Allstate representative, or visit us at allstate.com.

Subject to availability and qualifications. Other terms, conditions and exclusions may apply.
Important Notice

If you have a question about your insurance...
In the event you need to contact someone about this insurance for any reason, you may contact your agent, the Allstate Customer Information Center at 1-800-ALLSTATE ® (1-800-255-7828), or the Allstate Support Center at the following address: National Support Center, PO Box 40047, Roanoke, VA 24022-0047.

If you have been unable to contact or obtain satisfaction from your Allstate agent, the Customer Information Center or an Allstate representative at the Support Center, you can contact the Virginia State Corporation Commission’s Bureau of Insurance at the following address and phone number: Property and Casualty Division, Bureau of Insurance, PO Box 1157, Richmond, VA 23218. 1-800-552-7945 or (804) 371-9741.

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

For your information

When you cancel your policy or make a change to your policy by endorsement, you will not be charged or automatically credited when a policy change takes effect during the final 60 days of your policy period. You may obtain credit only by contacting your Allstate representative.

If you have any questions about this matter, or about your policy in general, please contact your Allstate representative.
**Important Notice**

**Flood Insurance Notice**
In accordance with Virginia Law, we are providing all of our Property Insurance policyholders with this important communication to remind you that your property policy does **not** provide coverage for floods. This means that **you will not have** coverage for property damage from floods unless you take steps to purchase a separate policy of flood insurance at an additional premium from the National Flood Insurance Program.

Your policy and accompanying endorsements remain subject to all exclusions, limitations and conditions. Contents coverage may be available with the flood policy for an additional premium from the National Flood Insurance Program.

If you would like more information about obtaining flood insurance coverage under the National Flood Insurance Program, please contact your Allstate representative - or call the Allstate Customer Information Center at 1-800-ALLSTATE (1-800-255-7828).

XC1039
Important Notice

Building Codes Coverage

We'd like to make sure that you're aware of the Building Codes optional coverage.

This optional coverage provides protection against the additional costs that may be incurred due to an ordinance or law that regulates the construction, repair or demolition of property when the property is repaired or replaced.

Optional coverage BC — Building Codes is available to you. Coverage BC — Building Codes coverage will pay up to 10% of the amount of insurance shown on the Policy Declarations under Coverage A — Dwelling Protection.

If you wish to add either coverage or simply want additional information, please contact your Allstate representative.

Also, if your policy already includes this optional coverage and you wish to change the amount available for Building Codes coverage, please contact your Allstate representative.

XC2635
Important Notice

Building Structures Replacement Cost Explanation

Virginia law now requires any insurer offering a replacement cost provision to provide you with a statement summarizing the minimum coverage requirements and the effect on claim payment if those requirements are not met.

If the Building Structures Replacement Cost Extended Limits Endorsement or the Extended Protection Amendatory Endorsement is not attached to your policy:

In order for your replacement provision to be fully effective you should insure your dwelling for 100% of the full replacement cost. If a covered loss occurs, we will pay the cost to repair or replace, after your deductible is applied and without a deduction for depreciation. We will not pay more than the least of:

1. The replacement cost on the part of the building which was damaged;
2. The amount actually spent to repair or replace the damaged building; or
3. The limit of liability that applies to the building.

If the Building Structures Replacement Cost Extended Limits Endorsement or the Extended Protection Amendatory Endorsement is attached to your policy:

You must insure your dwelling for 100% of the full replacement cost.

You must allow us to adjust your residence value and the premium in accordance with the property evaluations we make and any increases in inflation; notify us of changes which increase the replacement cost of your dwelling by $5,000 or more; and decide to repair or replace the damaged building.

If you comply with the above, a covered loss will be settled up to 120% of the limit of liability applicable to the damaged building structure shown on the Policy Declarations, after your deductible is applied but without a deduction for depreciation. However, we will not pay more than the replacement cost of the dwelling or the amount actually spent to repair or replace the damaged building, whichever is less. If necessary, we will increase your residence value to equal the current replacement cost of the dwelling if the amount of the covered loss is more than the limit of liability stated on the Policy Declarations. If you do not comply with the provisions stated in the policy, then a covered loss will be settled according to the policy’s How We Pay For A Loss Conditions described in paragraphs two and three above.

Please read your policy and accompanying endorsements carefully. If you have any questions please contact your Allstate representative.
Important Notice

Protect Your Property Against Water Damage...
We offer insurance protection for water damage caused by backed up sewers and drains. The annual cost of adding this important coverage to your policy varies depending on the deductible option you choose. This option is subject to the terms of your policy.

If you wish to add this coverage to your present policy, just contact an Allstate representative or call the Allstate Customer Information Center at 1-800-ALLSTATE® (1-800-255-7828).
Important Notice

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on the company’s behalf. Agencies are paid a commission by the company for selling and servicing the company’s insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Allstate Property and Casualty Insurance Company
Allstate Property and Casualty Insurance Company
Homeowner Policy

VIRGINIA

Policy: 9 77 175156 10/15

Issued to:
Mai and Gene Y Woo
6555 Brooks Place
Falls Church VA 22044-1106

Effective: October 15, 2013

By your Allstate agent:
Rudolph Alston III
2901 12th St Ne
Washington DC 20017

Allstate Property and Casualty Insurance Company
A Stock Company — Home Office: Northbrook, Illinois 60062
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Copyright, Insurance Services Office, Inc., 1998
Agreements We Make With You
We make the following agreements with you:

General

Definitions Used In This Policy
Throughout this policy, when the following words appear in bold type, they are defined as follows:

1. **Bodily Injury** – means physical harm to the body, including sickness or disease, care, loss of services and resulting death.

2. **Building structure** – means a structure with walls and a roof.

3. **Business** – means:
   a) any trade, profession or occupation including farming, this includes the use of any part of any premises for such purposes.
   b) the rental or holding for rental of property by an **insured person**. Rental of your **residence premises** is not considered a **business** when:
      1) it is rented occasionally for residential purposes;
      2) a portion is rented to not more than two roomers or boarders provided not more than two roomers or boarders reside on the **residence premises** at any one time; or
      3) a portion is rented as a private garage, office, school or studio.

4. **Dwelling** – means a one, two, three or four family **building structure**, identified as the insured property on the Policy Declarations, where you reside and which is principally used as a private residence.

5. **Insured persons** – means you and, if a resident of your household:
   a) any relative; and
   b) any person under the age of 21 in your care.

Under **Coverage X** – Family Liability Protection and **Coverage Y** – Guest Medical Protection, **insured person** also means:

a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. We do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner.

b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.

6. **Insured premises** – means:
   a) the **residence premises**; and
   b) under **Section II** only:
      1) the part of any other premises, other structures and grounds used by you as a residence. This includes premises, structures and grounds you acquire for your use as a private residence while this policy is in effect;
      2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
      3) cemetery plots or burial vaults owned by an **insured person**;
      4) vacant land, other than farmland, owned by or rented to an **insured person**;
      5) land owned by or rented to an **insured person** where a one, two, three or four family dwelling is being built as that person’s residence;
      6) any premises used by an **insured person** in connection with the **residence premises**; or
      7) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.

7. **Occurrence** – means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which
results, during the policy period, in bodily injury or property damage.

8. Property damage — means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.

9. Residence employee — means an employee of an insured person while performing duties arising out of and in the course of employment in connection with the maintenance or use of your residence premises. This includes similar duties performed elsewhere for an insured person, not in connection with the business of an insured person.

10. Residence premises — means the dwelling, other structures and land located at the address stated on the Policy Declarations.

11. We, us or our — means the company named on the Policy Declarations.

12. You or your — means the person listed under Named Insured(s) on the Policy Declarations as the insured and that person’s resident spouse.

**Insuring Agreement**

In reliance on the information you have given us, we agree to provide the coverages indicated on the Policy Declarations. In return, you must pay the premium when due and comply with the policy terms and conditions, and inform us of any change in title, use or occupancy of the residence premises.

Subject to the terms of this policy, the Policy Declarations shows the location of the residence premises, applicable coverages, limits of liability and premiums. The policy applies only to losses or occurrences that take place during the policy period. The policy period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy impose joint obligations on the Named Insured(s) listed on the Policy Declarations as the insured and on that person’s resident spouse. These persons are defined as you or your. This means that the responsibilities, acts and omissions of a person defined as you or your will be binding upon any other person defined as you or your.

The terms of this policy impose joint obligations on persons defined as an insured person. This means that the responsibilities, acts and failures to act of a person defined as an insured person will be binding upon another person defined as an insured person.

**Conformity To State Statutes**

When the policy provisions conflict with the statutes of the state in which the residence premises is located, the provisions are amended to conform to such statutes.

**Coverage Changes**

When we broaden coverage during the policy period without charge, you have the new features if you have the coverage to which they apply as of the effective date of the revision. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information you have given us. You agree to cooperate with us in determining if this information is correct and complete. You agree that if this information changes, is incorrect or incomplete, we may adjust your premium accordingly during the policy period.

Any calculation of your premium or changes in your coverage will be made using the rules, rates and forms on file, if required, for our use in your state. The rates in effect at the beginning of your current policy period will be used to calculate any change in your premium.

**Policy Transfer**

You may not transfer this policy to another person without our written consent.
Continued Coverage After Your Death
If you die, coverage will continue until the end of the policy period for:
1) your legal representative while acting as such, but only with respect to the residence premises and property covered under this policy on the date of your death.
2) An insured person, and any person having proper temporary custody of your property until a legal representative is appointed and qualified.

Cancellation
Your Right to Cancel:
You may cancel this policy by notifying us that you wish to stop coverage.

Our Right to Cancel:
We may cancel this policy by mailing notice to you at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 90 days, and it is not a renewal with us, we may cancel this policy for any reason by giving you notice at least 10 days before the cancellation becomes effective.

When the policy has been in effect for 90 days or more, or if it is a renewal with us, we may cancel this policy for one or more of the following reasons:
1) non-payment of premium;
2) discovery of fraud or material misrepresentation;
3) wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises;
4) physical changes in the covered property which result in the covered property becoming uninsurable as determined from a physical inspection of the insured premises;
5) conviction of a crime arising out of acts increasing the hazard insured against.

If the cancellation is for non-payment of premium, we will mail you notice at least 15 days before the cancellation effective date. If the cancellation is for any of the other reasons, we will mail you notice at least 30 days prior to the cancellation effective date.

Proof of mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:
We have the right not to renew or continue the policy beyond the current policy period. If we do not intend to continue or renew the policy, we will mail you notice at least 30 days before the end of the policy period. Proof of mailing the notice of non-renewal to you will be deemed proof of notice.

If your policy is issued for less than one year, we will not refuse to renew except as of the expiration of a policy period which coincides with the end of an annual period commencing with the original effective date of your policy.

Concealment Or Fraud
We may void this policy if it was obtained by material misrepresentation, fraud or concealment of material facts. If we determine that this policy is void, all premiums paid will be returned to you since there has been no coverage under this policy.

We do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

Action Against Us
No one may bring an action against us unless there has been full compliance with all policy terms.

Any action against us to which neither the Action Against Us provision located in Section I Conditions nor the Action Against Us provision located in Section II Conditions applies must be commenced within two years of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of
loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

**Arbitration**

Any claim or dispute in any way related to this policy, by an insured person against us or us against an insured person, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

a) no arbitrator shall have the authority to award punitive damages or attorney’s fees;

b) neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and

c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Any decision agreed to by the arbitrator will not be binding.

**Section I – Your Property**

**Coverage A**

**Dwelling Protection**

**Property We Cover Under Coverage A:**

1. **Your dwelling** including attached structures. Structures connected to your dwelling by only a fence, utility line, or similar connection are not considered attached structures.

2. Construction materials and supplies at the address of, or adjacent to the residence premises, for use in connection with your dwelling.

3. Wall-to-wall carpeting fastened to your dwelling.

**Property We Do Not Cover Under Coverage A:**

1. Any structure including fences or other property covered under Coverage B – Other Structures Protection.

2. Land, except as specifically provided in Section I – Additional Protection under item 11, “Land.”.

**Coverage B**

**Other Structures Protection**

**Property We Cover Under Coverage B:**

1. Structures at the address shown on the Policy Declarations separated from your dwelling by clear space.

2. Structures connected to your dwelling by only a fence, utility line, or similar connection.

3. Construction materials and supplies at the address of, or adjacent to, the residence premises for use in connection with structures other than your dwelling.

4. Wall-to-wall carpeting fastened to building structures on the residence premises other than your dwelling.

**Property We Do Not Cover Under Coverage B:**

1. Structures used in whole or in part for business purposes.

2. Any structure or other property covered under Coverage A – Dwelling Protection.

3. Land, no matter where located, or the replacement, rebuilding, restoration, stabilization or value of any such land.

4. Construction materials and supplies at the address of the residence premises for use in connection with the dwelling.
**Losses We Cover Under Coverages A and B:**

We will cover direct physical loss to property described in **Coverage A — Dwelling Protection** and **Coverage B — Other Structures Protection** except as limited or excluded in this policy.

**Losses We Do Not Cover Under Coverages A and B:**

We do not cover loss to the property described in **Coverage A — Dwelling Protection** or **Coverage B — Other Structures Protection** caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any sequence to the loss.

A. 1. Flood, including, but not limited to surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.

2. Water that backs up through sewers or drains.

3. Water that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

4. Water below the surface of the ground, regardless of its source. This includes water which exerts pressure on, or flows, seeps or leaks through any part of the residence premises.

   *We do cover direct physical loss caused by fire, explosion or theft resulting from items 1 through 4 listed above.*

5. Earth movement of any type, including, but not limited to earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

   *We do cover direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.*

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any building structure, other structure or land at the residence premises. This provision does not apply to the replacement of damaged glass which constitutes a part of the covered dwelling with safety glazing material where required by ordinance or law.

   *We do cover direct physical loss caused by actions of civil authority to prevent the spread of fire.*

7. The failure by any insured person to take all reasonable steps to preserve property when the property is endangered by a cause of loss we cover.

8. Intentional or criminal acts of, or at the direction of, an insured person, if the loss that occurs:
   a) may be reasonably expected to result from such acts; or
   b) is the intended result of such acts.

   This provision does not apply to an innocent co-insured having an interest in the covered property.

9. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.
We do cover direct physical loss by fire resulting from nuclear action.

10. War or warlike acts, including but not limited to, insurrection, rebellion or revolution.

In addition, we do not cover loss caused by any of the following. However, any ensuing loss to property described in Coverage A — Dwelling Protection or Coverage B — Other Structures Protection not excluded or excepted in this policy is covered:

B. 1. a) wear and tear, marring, scratching, deterioration, inherent vice, or latent defect;
b) mechanical breakdown;
c) rust, mold, wet or dry rot;
d) contamination;
e) smog, smoke from agricultural smudging and industrial operations;
f) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
g) insects, rodents, birds or domestic animals. We do cover the breakage of glass or safety glazing materials caused by birds; or
h) seizure of any covered property by government authority.

We will cover any loss that follows caused by fire, smoke that is not from agricultural smudging or industrial operations, explosion, collapse of a building, glass breakage, or water damage not specifically excluded by this policy.

If any of (a) through (g) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within your dwelling, we cover the direct physical damage caused by the water or steam. If loss to covered property is caused by the water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of your dwelling necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

2. Freezing of:
a) plumbing, fire protective sprinkler systems, heating or air conditioning systems;
b) household appliances;
c) swimming pools, hot tubs and spas within the dwelling, their filtration and circulation systems;
or discharge, leakage or overflow from within a), b) or c), above, caused by freezing, while the building structure is vacant, unoccupied or being constructed unless you have used reasonable care to:
   a) maintain heat in the building structure; or
   b) shut off the water supply and drain the system and appliances.

3. Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not. This exclusion applies only to fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks. This exclusion also applies to swimming pools, hot tubs, spas, their filtration and circulation systems if the swimming pool, hot tub or spa is not located within a heated portion of the dwelling.

4. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water or steam:
a) from a plumbing, heating, air conditioning or automatic fire protection system or from within a domestic appliance; or
b) from, within or around any plumbing fixtures, including, but not limited to shower stalls, shower baths, tub installations, sinks or other fixtures.
5. Theft from your residence premises while your dwelling is under construction, or of materials and supplies for use in construction, until your dwelling is completed and occupied.

6. Vandalism or Malicious Mischief if your dwelling is vacant for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.

We do not cover loss to the property described in Coverage A — Dwelling Protection or Coverage B — Other Structures Protection caused by any of the following. However, any ensuing loss to property described in Coverage A — Dwelling Protection or Coverage B — Other Structures Protection not excluded or excepted in this policy is covered:

C. 1. Weather Conditions that contribute in any way with a cause of loss excluded under Losses We Do Not Cover Under Coverages A and B to produce a loss.

2. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
   a) planning, zoning, development, surveying, siting;
   b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
   c) materials used in repair, construction, renovation or remodeling;
   d) maintenance;

of property whether on or off the residence premises by any person or organization.

Coverage C
Personal Property Protection

Property We Cover Under Coverage C:
1. Personal property owned or used by an insured person anywhere in the world. When personal property is located at a residence owned by you, other than the residence premises, coverage is limited to 10% of the limit of liability of Coverage C — Personal Property Protection, or $1,000, whichever is greater. This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after you begin to move property there or to personal property in student dormitory, fraternity or sorority housing.

2. At your option:
   a) personal property owned by a guest while the property is in a residence you occupy; or
   b) personal property owned by a residence employee while the property is:
      1) in a residence you occupy; or
      2) in the physical custody of that residence employee, engaged in the service of an insured person.

Limitations On Certain Personal Property:
Limitations apply to the following groups of personal property. These limitations do not increase the amount of insurance under Coverage C — Personal Property Protection. The total amount of coverage for each group in any one loss is as follows:

1. $100 — Money, bullion, platinum other than platinumware, bank notes, gold other than goldware or gold-plated ware, silver other than silverware or silver-plated ware, coins and other numismatic property.

2. $200 — Business property while that business property is away from the residence premises.
3. $200 – Business property while the business property is at the residence premises.

4. $1,500 – Theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs, including any item containing fur which represents its principle value.

5. $1,000 – Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, and stamps, including philatelic property regardless of the media on which the material exists.

6. $1,000 – Manuscripts, including documents stored on electronic media.

7. $1,000 – Watercraft, including their attached or unattached trailers, furnishings, equipment and outboard motors.

8. $1,000 – Trailers not used with watercraft.

9. $1,500 – Electronic data processing equipment and the recording or storage media used with that equipment when the business property is used in a business conducted on or away from the residence premises. Recording or storage media will be covered only up to:
   a) the retail value of the media, if pre-programmed; or
   b) the retail value of the media in blank or unexposed form, if blank or self-programmed.

10. $2,000 – Theft of firearms and related accessories.

**Property We Do Not Cover Under Coverage C**

1. Personal property specifically described and insured by this or any other insurance.

2. Animals, birds or fish.

3. Motorized land vehicles, including, but not limited to any land vehicle powered or assisted by a motor or engine. We do cover motorized land vehicles designed for assisting the handicapped or used solely for the service of the residence premises which are not licensed for use on public roads.

4. Aircraft and aircraft part. This does not include model or hobby craft not designed to carry people or cargo.

5. Property of roomers, boarders, or tenants not related to you.

6. Property located away from the residence premises and rented or held for rental to others.

7. Business property in storage, or held as samples, or for sale, or delivery after sale.

**Losses We Cover Under Coverage C:**

We will cover direct physical loss to the property described in Coverage C – Personal Property Protection, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.

2. Windstorm or Hail.

   We do not cover:
   a) loss to covered property inside a building structure, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind...
forces rain, snow, sleet, sand or dust through the damaged roof or walls;

b) loss to watercraft and their trailers, furnishings, equipment and outboard motors unless inside a fully enclosed building structure. However, we do cover canoes and rowboats on the residence premises.

3. Explosion.

4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft.


7. Smoke, meaning sudden and accidental damage from smoke.

We do not cover loss caused by smoke, agricultural smudging or industrial operations.

8. Vandalism or Malicious Mischief.

9. Falling objects.

We do not cover loss to personal property inside a building structure unless the falling object first damages the exterior walls or roof of the building structure.

10. Weight of ice, snow or sleet which causes damage to personal property in a building structure, but only if the building structure is damaged due to the weight of ice, snow or sleet.

11. Sudden and accidental damage resulting from increase or decrease of artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.

This peril does not include loss to tubes, transistors or similar electronic components.

12. Sudden and accidental damage resulting from, bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection system, or from a household appliance due to accidental discharge or overflow.

14. Freezing of a plumbing, heating, air conditioning system, automatic fire protection sprinkler system or a household appliance.

We do not cover loss at the residence premises under perils 12), 13), and 14) caused by or resulting from freezing while the building structure is vacant, unoccupied or under construction unless you have used reasonable care to:

a) maintain heat in the building structure; or

b) shut off the water supply and drain the water from the systems and appliances.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

a) theft or attempted theft committed by an insured person;

b) theft in or from the residence premises while under construction or of materials
and supplies for use in construction, until
the dwelling is completed and occupied;
c) theft of any property while at any other
residence owned, rented to or occupied by
an insured person unless the insured
person is temporarily residing there.

However, we do cover property of a student
who is an insured person, while at a
residence away from home, if the student
has been at that residence at any time
during the 45 days immediately before the
loss;
d) theft of trailers, campers, watercraft,
including furnishings, equipment and
outboard motors, away from the residence
premises;
e) theft from that part of the residence
premises rented by you to other than an
insured person:
1) of money, bullion, bank notes, gold
and silver coins, and other numismatic
property;
2) of manuscripts, including documents
stored on electronic media, accounts,
bills, deeds, evidences of debt, letters
of credit, notes other than bank notes,
passports, securities, tickets, stamps,
including philatelic property regardless
of the media on which the material
exists;
3) theft of jewelry, watches, necklaces,
bracelets, gems, gold, goldware,
silver, silver ware, silver platedware,
pewterware, platinum and coins,
precious and semi-precious stones,
and furs, including any item containing
fur which represents its principle
value.
4) caused by a tenant, the tenant’s
employees, or members of the
tenant’s household while renting the
portion of the described dwelling
customarily occupied exclusively by an
insured.

f) theft of property while unattended in or
upon a motor vehicle or trailer, other than a
public conveyance, unless there is visible
evidence of forcible entry upon the exterior
of the vehicle. All doors and windows of the
vehicle must be closed and locked. This
provision does not apply if you have given
the keys to your vehicle to a garage or
parking attendant or the loss is the result of
the theft of the vehicle which is not
recovered within 30 days.

16. Breakage of glass, meaning damage to covered
personal property caused by breakage of glass
constituting a part of any building structure on
the residence premises. This does not include
damage to the glass.

17. Collapse
We will cover direct physical loss to covered
personal property caused by collapse of a
building structure or any part of a building
structure. Collapse does not include setting,
cracking, shrinking, bulging or expansion.

Losses We Do Not Cover Under Coverage C
– Personal Property Protection:
We do not cover loss to the property described in
Coverage C – Personal Property Protection caused
directly or indirectly by any of the following,
regardless of any other cause or event contributing
concurrently or in any sequence to the loss.

A. 1. Flood, including, but not limited to surface
water, waves, tidal water or overflow of
any body of water, or spray from any of
these, whether or not driven by wind.
2. Water that backs up through sewers or
drains.
3. Water that overflows from a sump pump,
sump pump well or other system designed
for the removal of subsurface water which
is drained from a foundation area of a
structure.
4. Water below the surface of the ground, regardless of its source. This includes water which exerts pressure on, or flows, seeps or leaks through any part of the residence premises.

We do cover direct physical loss caused by fire, explosion or theft resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any building structure, other structure or land at the residence premises.

We do cover direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

7. The failure by any insured person to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss we cover.

8. Intentional or criminal acts of, or at the direction of, an insured person, if the loss that occurs:
   a) may be reasonably expected to result from such acts; or
   b) is the intended result of such acts.

This provision does not apply to an innocent co-insured having an interest in the covered property.

9. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover direct physical loss by fire resulting from nuclear action.

10. War or warlike acts, including, but not limited to, insurrection, rebellion, revolution.

We do not cover loss to the property described in Coverage C—Personal Property Protection caused by any of the following. However, any ensuing loss to property described in Coverage C—Personal Property Protection not excluded or excepted in this policy is covered.

B. 1. Weather Conditions that contribute in any way with a cause of loss excluded under Coverage C—Personal Property Protection to produce a loss.

2. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
   a) planning, zoning, development, surveying, siting;
   b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
   c) materials used in repair, construction, renovation or remodeling; or
   d) maintenance;

of property whether on or off the residence premises by any person or organization.

Additional Protection

1. Additional Living Expense
   a) We will pay the reasonable increase in living expenses necessary to maintain your
normal standard of living when a direct physical loss we cover under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection makes your residence premises uninhabitable.

Payment for additional living expense as a result of a covered loss under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection will be limited to the least of the following:
1) the time period required to repair or replace the property we cover, using due diligence and dispatch; or
2) if you permanently relocate, the shortest time for your household to settle elsewhere.

b) We will pay your lost fair rental income resulting from a covered loss, less charges and expenses which do not continue, when a loss we cover makes the part of the residence premises you rent to others, or hold for rental, uninhabitable. We will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental.

c) We will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the residence premises due to a loss at a neighboring premises caused by a peril we insure against.

Additional Living Expense including fair rental income will not exceed the amount indicated on your Policy Declarations.

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. Credit Card, Debit Card or Automated Teller Machine Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money
We will pay for loss:
a) that an insured person is legally required to pay for the unauthorized use of any
1) credit card;
2) debit or automated teller machine card;
3) bank fund transfer card;
4) code;
5) account number;
6) personal identification number; or
7) other means of account access that can be used, alone or in conjunction with items 1) through 7) above, to obtain money, goods, services, or any other thing of value, or that can be used to initiate a transfer of funds.

b) caused by forgery, or alteration of a check, or negotiable instrument made or drawn upon an insured person’s account; or
c) to an insured person through acceptance in good faith of counterfeit United States or Canadian paper currency.

Our maximum limit of liability for any one loss is $1,000, regardless of the number of persons involved. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

We do not cover:

a) loss arising from any business of an insured person;
b) loss caused by or at the direction of an insured person or any other person who has been entrusted with any credit card, debit or automated teller machine card, or bank fund transfer card; or
c) loss arising out of dishonesty of an insured person.
When loss is discovered, the **insured person** must give us immediate written notice. If the loss involves a credit card, debit or automated teller machine card, or bank fund transfer card, the **insured person** must also give immediate written notice to the company or bank that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

**We** will pay only for loss occurring during the policy period, including those losses discovered and reported to us within one year after the policy has terminated. **We** have the right to investigate and settle any claim or suit as we deem appropriate. Full payment of the amount of insurance for any one loss ends our obligation under each claim or suit arising from the loss.

When this coverage applies, **we** will defend any suit brought against an **insured person** for the enforcement of payment that an **insured person** is legally required to make as a result of the unauthorized use of any credit card, debit or automated teller machine card, or bank fund transfer card issued to or registered in the name of an **insured person**. The defense will be at our expense, with counsel of our choice. **We** have the option to defend an **insured person** or the **insured person’s** bank against a suit for the enforcement of payment legally required to be made as a result of forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person’s** account. The defense will be at our expense, with counsel of our choice.

**No deductible applies to this protection.**

3. **Debris Removal**

**We** will pay reasonable expenses you incur to remove debris of covered property damaged by a loss we cover. **We** will also pay the reasonable expense for removal of fallen trees which cause direct physical loss to covered property. If the loss to the covered property and the cost of debris removal are more than the Limit of Liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

4. **Emergency Removal of Property**

**We** will pay for direct physical loss to covered property from any cause while removed from a premises because of danger from a loss we cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. **Fire Department Charges**

**We** will pay up to $500 for service charges made by fire departments called to protect your property from a loss we cover at the residence premises. No deductible applies to this protection.

6. **Temporary Repairs After a Loss**

**We** will reimburse you for the reasonable and necessary cost you incur for temporary or permanent repairs to protect covered property from further imminent covered loss following a loss we cover. You must keep an accurate record of repair expenses. This coverage does not increase the limit of liability applying to the property being repaired.

7. **Trees, Shrubs, Plants and Lawns**

**We** will pay up to 5% of the limit of liability shown on the Policy Declarations under Coverage A—Dwelling Protection for loss to trees, shrubs, plants and lawns at the address of the residence premises.

**We** will not pay more than $500 for any one tree, shrub, or plant. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by an occupant of the residence premises, vandalism or malicious mischief, theft.

**We** do not cover trees, shrubs, plants, or lawns grown for business purposes.
This coverage does not increase the limit of liability applying to the damaged property.

8. **Temperature Change**
   We will pay for loss to covered personal property in a building structure at the residence premises resulting from a change in temperature. The change in temperature must result from a covered loss to the building structure.

   This coverage does not increase the limit of liability applying to the damaged property.

9. **Power Interruption**
   We will pay up to $500 for loss to the contents of freezers and refrigerated units on the residence premises caused by the interruption of power which occurs off the residence premises. If a power interruption is known to an insured person, all reasonable means must be used to protect the contents of freezers and refrigerated units.

   This coverage does not increase the limit of liability applying to the damaged property.

10. **Arson Reward**
    We will pay up to $5,000 for information leading to an arson conviction in connection with a fire loss to property covered under Section I of this policy. The $5,000 limit applies regardless of the number of persons providing information.

11. **Land**
    If a direct physical loss results in both a covered loss to the dwelling, other than the breakage of glass or safety glazing material, and a loss of land stability, we will pay up to $10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of the dwelling sustaining the covered loss.

    The Section I—Losses We Do Not Cover Under Coverages A and B reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

12. **Lock Replacement**
    When a key to a lock is stolen as part of a covered theft loss, we will pay under Coverage A—Dwelling Protection the reasonable expenses you incur to replace or re-key exterior door locks at the residence premises with locks or cylinders of like kind and quality. The limit of liability under this coverage following any one theft loss is $500.

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

### Section I Conditions

1. **Deductible**
   We will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. We will then pay only the excess amount, unless we have indicated otherwise in this policy.

2. **Insurable Interest and Our Liability**
   In the event of a covered loss, we will not pay for more than an insured person's insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

3. **What You Must Do After A Loss**
   In the event of a loss to any property that may be covered by this policy, you must:
   a) immediately give us or our agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card, debit or automated teller machine card or bank fund transfer card, give notice to the company or bank that issued the card or plate.
   b) protect the property from further loss. Make any reasonable repairs necessary to
protect it. Keep an accurate record of any repair expenses.

c) separate damaged from undamaged personal property. Give us a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.

d) give us all accounting records, bills, invoices and other vouchers, or certified copies, which we may reasonably request to examine and permit us to make copies.

e) produce receipts for any increased costs to maintain your standard of living while you reside elsewhere, and records supporting any claim for loss of rental income.

f) as often as we reasonably require:
1) show us the damaged property;
2) at our request, submit to examinations under oath and sign a transcript of the same;
3) produce representatives, employees, members of the insured person’s household or others to the extent it is within the insured person’s power to do so; and

g) within 60 days after the loss, give us a signed, sworn proof of the loss. This statement must include the following information:
1) the date, time, location and cause of loss;
2) the interest insured persons and others have in the property, including any encumbrances;
3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
4) any other insurance that may cover the loss;
5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period; and
6) at our request, the specifications of any damaged building structure or other structure.
7) evidence supporting any claim under the Credit Card, Debit or Automated Teller Machine Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money protection. State the cause and amount of loss.

4. Our Settlement Options
In the event of a covered loss, we have the option to:

a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5. "How We Pay For A Loss."

Within 30 days after we receive your signed, sworn proof of loss we will notify you of the option or options we intend to exercise.

5. How We Pay For A Loss
Under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection and Coverage C—Personal Property Protection, payment for covered loss will be by one or more of the following methods:

a) Special Payment.
1) At our option, we will make payment for a covered loss before you repair, rebuild or replace the damaged, destroyed or stolen structure or building structure covered under Coverage A—Dwelling Protection or Coverage B—Other Structures Protection, without deduction for depreciation, if the amount of loss for the structure or building structure covered under Coverage A—Dwelling Protection or Coverage B—Other Structures Protection is:

a) less than 5% of the limit of liability for the structure or building structure, and
b) less than $2,500; and the property is not excluded from the...
2) Under Coverage C — Personal Property Protection, at our option, we may make payment for a covered loss before you repair, rebuild or replace the damaged, destroyed or stolen property if the whole amount of loss for property covered under Coverage C — Personal Property Protection, without deduction for depreciation, is less than $1,000, and the property is not excluded from the Personal Property Replacement Cost provision.

b) Actual Cash Value.
Property of the following types will be settled at actual cash value at the time of loss:
(i) personal property;
(ii) awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, even if attached to a building structure; or
(iii) structures that are not building structures.

We will not pay more than the amount required to repair or replace the damaged property, or the limit of liability whichever is less.

If you do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may disregard the Building Structure Replacement Cost and Personal Property Reimbursement Cost provisions and make an initial claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim, in accordance with the provisions of the Condition 5. “How We Pay For A Loss”, for the difference between the actual cash value and the full replacement cost of the buildings within 6 months of the later of:
(i) the last date on which you received actual cash value payment for the same covered property; or
(ii) the date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

Payment under c), below will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of building structures or other structures.

c) Building Structure Replacement Cost.
Other than losses subject to Special Payment provision, a), under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, we will make payment for building structures covered under Coverage A — Dwelling Protection or Coverage B — Other Structures Protection at replacement cost, without deduction for depreciation, subject to the following:

Building Structure Replacement Cost will not exceed the smallest of the following amounts:
1) the replacement cost of the part(s) of the building structure(s) for like construction for similar use on the same residence premises;
2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with like construction for similar use on the same residence premises; or
3) the limit of liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A – Dwelling Protection or Coverage B – Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

If you replace the damaged building structure(s) at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Replacement Cost described above. The amount payable under Building Structure Replacement Cost described above does not include the value of any land associated with the replacement structure(s).

Building Structure Replacement Cost payment will be limited to the difference between any actual cash value payment made for the covered loss to building structures and the smallest of 1), 2) or 3) above.

This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a building structure damaged by a covered loss.

Building Structure Replacement Cost will not apply to:
1) property covered under Coverage C – Personal Property Protection;
2) property covered under Coverage B – Other Structures Protection that is not a building structure;
3) wall-to-wall carpeting, built in household appliances, awnings and outdoor antenna whether or not fastened to a building structure; or
4) land.

Payment under a), b) or c), above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of building structures or other structures.

d) Personal Property Reimbursement Cost. Under Coverage C – Personal Property Protection, we will make additional payment to you, on a replacement cost basis, for cost in excess of actual cash value, if you intend to repair, restore or replace the damaged or stolen property. You may make claim for additional payment for property covered under Coverage C – Personal Property Protection, within six months of the later of:
(i) the last date on which you received actual cash value payment for the same covered property; or
(ii) the date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

Personal Property Reimbursement Cost payment will not exceed the smallest of the following amounts:
1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
2) the cost of repair or restoration;
3) the Limit of Liability shown on the Policy Declarations for Coverage C – Personal Property Protection, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.
Personal Property Reimbursement Cost will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement Cost will not apply to:
1) property insured under Coverage A – Dwelling Protection and Coverage B – Other Structures Protection, except wall-to-wall carpeting;
2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
3) articles whose age or history contribute substantially to their value. This includes but is not limited to memorabilia, souvenirs and collector’s items;
4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
5) motorized land vehicles used solely for the service of the insured premises and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled.

6. **Our Settlement Of Loss**
   We will settle any covered loss with you unless some other person or entity is named in the policy. Losses will be payable within 30 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award or a court judgment.

7. **Appraisal**
   If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser’s identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

   The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

   Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses; however, if we make the written demand, then you shall be reimbursed for the reasonable cost of your appraiser and your portion of the cost of the umpire.

8. **Abandoned Property**
   We are not obligated to accept any property or responsibility for any property abandoned by an insured person.

9. **Permission Granted To You**
   a) The residence premises may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A building structure under construction is not considered vacant.
   
   b) You may make alterations, additions or repairs, and you may complete structures under construction.

10. **Our Right To Recover Payment**
    When we pay for any loss, an insured person’s right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving
the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. **Our Rights To Obtain Salvage**
We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us or payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 30 days after we receive your signed, sworn proof of loss. If no signed, sworn proof of loss is requested by us, we will notify you of our intent to exercise this option within 30 days after the date you report the loss to us.

When we settle any loss caused by theft or disappearance, we have the right to obtain all or part of any property which may be recovered. An insured person must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice of recovery to us. If no signed, sworn proof of loss is requested by us, we will notify you of our intent to exercise this option within 30 days after the date you report the loss to us.

12. **Action Against Us**
No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Section I Conditions applies, unless:

a) there has been full compliance with all policy terms; and
b) the action is commenced within two years after the inception of loss or damage.

13. **Loss To A Pair Or Set**
If there is a covered loss to a pair or set, we may:

a) repair or replace any part of the pair or set to restore it to its value before the loss; or
b) pay the difference between the actual cash value of the pair or set before and after the loss.

14. **Glass Replacement**
Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

15. **No Benefit To Bailee**
This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

16. **Other Insurance**
If both this insurance and other insurance apply to a loss, we will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance.

17. **Property Insurance Adjustment**
When the Policy Declarations indicates that the Property Insurance Adjustment Condition applies, you agree that, at each policy anniversary, we may increase the Limit of Liability shown on the Policy Declarations for **Coverage A—Dwelling Protection** to reflect one of the following:

a) the rate of change in the Index identified in the "Important Payment and Coverage Information" section of the Policy Declarations. The limit of liability for **Coverage A—Dwelling Protection** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest $1000; or
b) the minimum amount of insurance coverage we are willing to issue for the succeeding premium period under **Coverage A—Dwelling Protection** for your dwelling and other property we cover under **Coverage A—Dwelling Protection**.

Any adjustment in the limit of liability for **Coverage A—Dwelling Protection** will result in an adjustment in the limit of liability for **Coverage B—Other Structures Protection** and
Coverage C – Personal Property Protection in accordance with our manual of rules and rates.

We will not reduce the Limit of Liability shown on the Policy Declarations without your consent.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by us at the time a change in limits is made.

You agree that it is your responsibility to ensure that each of the Limits of Liability shown on the Policy Declarations are appropriate for your insurance needs. If you want to increase or decrease any of the limits of liability shown on the Policy Declarations, you must contact us to request such a change.

18. Mortgagee
A covered loss will be payable to the mortgagees named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of Section I of this policy apply to these mortgagees.

We will:

a) protect the mortgagee’s interest in a covered building structure in the event of an increase in hazard, intentional or criminal acts of, or directed by, an insured person, failure by any insured person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and

b) give the mortgagee at least 15 days notice if we cancel or non-renew this policy.

The mortgagee will:

a) furnish proof of loss within 60 days after notice of the loss if an insured person fails to do so;

b) pay upon demand any premium due if an insured person fails to do so;

c) notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;

d) give us the mortgagee’s right of recovery against any party liable for loss; and

e) after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

Our right to subrogation will not effect the mortgagees right to recover the full amount of the mortgagee’s claim.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

19. Loss Clause
Our payment of loss will not reduce the amount of insurance under this policy for future losses.

Section II – Family Liability and Guest Medical Protection

Coverage X
Family Liability Protection

Losses We Cover Under Coverage X
Subject to the terms, conditions and limitations of this policy, we will pay damages which an insured person becomes legally obligated to pay because of bodily injury or property damage arising from an occurrence to which this policy applies, and is covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an insured person. If an insured person is sued for these damages, we will provide a defense, at our expense, with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.
**Coverage Y**

**Guest Medical Protection**

**Losses We Cover Under Coverage Y:**

We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within one year from the date of an occurrence causing bodily injury to which this policy applies, and is covered by this part of the policy.

Each person who sustains bodily injury is entitled to this protection when that person is:

1. on the insured premises with the permission of an insured person; or
2. off the insured premises, if the bodily injury:
   a) arises out of a condition on the insured premises or immediately adjoining ways;
   b) is caused by the activities of an insured person or a residence employee;
   c) is caused by an animal owned by or in the care of an insured person; or
   d) is sustained by a residence employee and arises out of and in the course of employment by any insured person.

**Additional Protection**

We will pay, in addition to the limits of liability:

1. **Claim Expenses**
   We will pay:
   a) all costs we incur in the settlement of any claim or the defense of any suit against an insured person;
   b) interest accruing on damages awarded until such time as we have paid, formally offered, or deposited in court the amount for which we are liable under this policy; interest will be paid only on damages which do not exceed our limits of liability;
   c) premiums on bonds required in any suit we defend; we will not pay bond premiums in an amount that is more than our limit of liability; we have no obligation to apply for or furnish bonds;
   d) up to $150 per day for reasonable expenses including actual loss of wages, salary, (but not loss of other income) vacation time or other benefit loss, when we ask you to attend trials and hearings;
   e) the cost of bail bonds required of an insured person because of an accident arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, we are not obligated to apply for or furnish any such bond; or
   f) any other reasonable expenses incurred by an insured person at our request.

2. **Emergency First Aid**

We will pay expenses incurred by an insured person for first aid to other persons at the time of an accident involving bodily injury covered under this policy.

3. **Damage To Property Of Others**

At your request, we will pay up to $500 each time an insured person causes property damage to someone else’s property. At our option, we will pay the cost to either repair or replace the property damaged by an insured person, without deduction for depreciation.

We will not pay for property damage:

a) to property covered under Section I of this policy;
   b) to property intentionally damaged by an insured person who has attained the age of 13;
   c) to property owned by, or rented to, an insured person, any tenant of an insured person, or any resident in your household; or
   d) arising out of:
      1) past or present business activities;
      2) any act or omission in connection with a premises, other than an insured premises, owned, rented or controlled by an insured person; or
3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft. This exclusion does not apply to a golf cart, snowmobile, or any motorized land vehicle designed principally for recreational use off public roads, not subject to motor vehicle registration and not owned by an insured person.

**Losses We Do Not Cover Under Coverage X and Y:**

**A. Losses We Do Not Cover Under Coverage X:**
1. **We** do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.

2. **We** do not cover any liability an **insured person** assumes arising out of any oral contract or agreement or under any contract or agreement in connection with a **business** activity.

3. **We** do not cover **property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. This exclusion does not apply if the **property damage** is caused by fire, explosion, smoke or smudge.

4. **We** do not cover **bodily injury** consisting of or caused by the transmission of any communicable disease by an **insured person**, including any resulting symptom, effect, condition, disease or illness related to the communicable disease.

**B. Losses We Do Not Cover Under Coverage Y:**
1. **We** do not cover **bodily injury** to any **insured person** or regular resident of the insured premises. However, this exclusion does not apply to a **residence employee**.

**C. Losses We Do Not Cover Under Coverage X and Coverage Y:**

Coverage under Coverage X — Family Liability Protection will be excluded for **bodily injury** and **property damage** and coverage under Coverage Y — Guest Medical Protection will be excluded for **bodily injury** as follows:

1. **We** do not provide coverage for an **insured person** for intentional or criminal acts of, or at the direction of, an **insured**, if the loss that occurs results in **bodily injury** or **property damage** and:
   a) may be reasonably expected to result from such acts; or
   b) is the intended result of such acts.

2. **We** do not cover **bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any workers' compensation, non-occupational disability or occupational disease law.

3. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, entrusting, loading or unloading of aircraft. An aircraft as used in this provision does not include model aircraft.

   This provision does not apply to an **insured person** as a passenger on a commercial airline.

4. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, entrusting, loading or unloading of any motor vehicle or trailer that is owned or operated by, rented or loaned to, any **insured person**.

   Additionally we do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, entrusting, loading or unloading of any recreational vehicle that is designed principally for...
recreational use off public roads, and is owned by any insured person, if bodily injury or property damage occurs away from the residence premises.

However, this exclusion does not apply to:

a) a motor vehicle in dead storage on an insured premises;

b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by any insured, if bodily injury or property damage occurs away from the residence premises;

c) a motorized wheel chair;

d) a vehicle used to service an insured premises which is not designed for use on public roads and not subject to motor vehicle registration;

e) a golf cart owned by an insured person when used for golfing purposes;

f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;

g) lawn or garden implements;

h) bodily injury to a residence employee arising out of and in the course of employment by any insured person. However, this provision does not apply to the operation or maintenance of any aircraft by a residence employee.

5. We do not cover bodily injury or property damage arising out of the ownership, maintenance, use, entrusting, loading or unloading of watercraft that is owned by or rented to any insured person while that watercraft is away from an insured premises if the watercraft:

a) has inboard or inboard-outboard motor power of more than 50 horsepower;

b) is a sailing vessel 26 feet or more in length; or

c) is powered by one or more outboard motors with more than 25 total horsepower.

This exclusion does not apply to (i) bodily injury or property damage occurring on the residence premises or (ii) bodily injury to any residence employee arising out of and in the course of his employment by any insured person.

6. We do not cover bodily injury or property damage arising out of:

a) the negligent supervision by an insured person of any person; or

b) any liability statutorily imposed on any insured person arising from the ownership, maintenance, use, entrusting, loading or unloading of any aircraft, watercraft, motorized land vehicle or trailer which is not covered under Section II of this policy.

7. We do not cover bodily injury or property damage arising out of the rendering of, or failure to render, professional services by an insured person.

8. We do not cover bodily injury or property damage arising out of business pursuits of any insured person. This does not apply to activities which are ordinarily incident to non-business pursuits. Coverage is provided for incidental business activities of any insured person for baby sitting, caddying, lawn care, newspaper delivery and other similar activities.

9. We do not cover bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by an insured person. This exclusion does not apply to bodily injury to a residence employee.

10. We do not cover bodily injury or property damage caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
Section II Conditions

1. What You Must Do After An Accidental Loss

   In the event of bodily injury or property damage, you must do the following:
   a) Promptly notify us or our agent stating:
      1) your name and policy number;
      2) the date, the place and the circumstances of the loss;
      3) the name and address of anyone who might have a claim against an insured person;
      4) the names and addresses of any witnesses.
   b) Promptly send us any legal papers relating to the accident.
   c) At our request, an insured person will:
      1) cooperate with us and assist us in any matter concerning a claim or suit;
      2) help us enforce any right of recovery against any person or organization who may be liable to an insured person;
      3) attend any hearing or trial;
      4) help us by collecting and giving evidence and by obtaining the attendance of witnesses.
   d) Under the Damage To Property Of Others protection, give us a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an insured person must be prepared to show us any damaged property under that person’s control.

   The insured person, except at the insured person’s own expense, will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. What An Injured Person Must Do — Coverage Y — Guest Medical Protection

   If someone is injured, that person, or someone acting for that person, must do the following:
   a) promptly give us written proof of the loss. If we request, this must be done under oath;
   b) give us written authorization to obtain copies of all medical records and reports; and
   c) permit doctors we select to examine the injured person as often as we may reasonably require.

3. Our Payment Of Loss — Coverage Y — Guest Medical Protection

   We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by us or an insured person.

4. Our Limits Of Liability

   Regardless of the number of insured persons, injured persons, claims, claimants or policies involved, our total liability under Coverage X — Family Liability Protection for damages resulting from one occurrence will not exceed the Limit of Liability shown on the Policy Declarations. All bodily injury and property damage resulting from continuous or repeated exposure to the same general conditions is considered the result of one occurrence.

   Our total liability under Coverage Y — Guest Medical Protection for all medical expenses payable for bodily injury, to any one person, shall not exceed the “each person” limit shown on the Policy Declarations.

5. Bankruptcy

   We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an insured person or insolvency of an insured person’s estate.

6. Our Rights To Recover Payment — Coverage X — Family Liability Protection

   When we pay any loss, an insured person’s right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. An insured person 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.

7. **Action Against Us**
   a) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.

   No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Coverage X – Family Liability Protection**, unless the obligation of an insured person to pay has been finally determined either by judgment against the insured person after actual trial, or by written agreement of the insured person, injured person and us. Any person or organization or their legal representative who has secured such judgment or written agreement shall be entitled to recovery, subject to the Limit of Liability stated on the Policy Declarations.

   b) No one shall have any right to make us a party to an action to determine the liability of an insured person.

8. **Other Insurance – Coverage X – Family Liability Protection**
   If both this and other insurance applies to a covered loss, we will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance.

   However, this insurance is excess over any other valid and collectible insurance available to you with respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motorized land vehicle or watercraft to which this policy applies.

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**Section III – Optional Protection**

**Optional Coverages You May Buy**

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Coverage BC**
   **Building Codes**
   We will pay up to the amount of insurance indicated for the Limit Of Liability shown on the Policy Declarations under **Coverage A – Dwelling Protection** to comply with local building codes after a covered loss to your dwelling or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair or demolition of the dwelling.

2. **Coverage BP**
   **Increased Coverage On Business Property**
   The $200 limitation on business property used in a business conducted at the residence premises, under **Coverage C – Personal Property Protection**, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is at the residence premises.

3. **Coverage F**
   **Fire Department Charges**
   The $500 limit applying to the fire department service charges under Additional Protection is increased to the amount shown on the Policy Declarations.

4. **Coverage G**
   **Loss Assessments**
   If your ownership of your dwelling requires that you be a member of, and subject to the rules of, an association governing areas held in common by all building owners as members of the association, we will pay your share of any
special assessment charged against all building owners by the association up to the Limit of Liability shown on the Policy Declarations, when the assessment is made as a result of:

a) direct physical loss to the property held in common by all building owners caused by a loss we cover under Section I of this policy; or

b) bodily injury or property damage covered under Section II of this policy.

However, this optional coverage shall apply only to special assessments made as a result of covered losses occurring while this optional coverage is in force.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the insured person, as a result of any one loss, for bodily injury or property damage exceeds $250 and then only for the amount of such excess. This coverage is not subject to any deductible applying to Section I of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to Sections I and II of this policy and the Section I and II Conditions, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

5. Coverage J
Extended Coverage On Jewelry, Watches and Furs

Coverage C — Personal Property Protection is extended to pay for direct physical loss to the following property, subject to the provisions in this coverage:

a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and

b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to Coverage C — Personal Property Protection. However, in no event will coverage be less than would have applied in the absence of Coverage J.

We do not provide coverage for an insured person for intentional or criminal acts of, or at the direction of, an insured person, if the loss that occurs:

a) may be reasonably expected to result from such acts; or

b) is the intended result of such acts.

This provision does not apply to an innocent co-insured having an interest in the covered property.

In addition, we do not cover any loss caused by or consisting of:

a) wear and tear, gradual deterioration, inherent vice, insects or vermin;

b) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover direct physical loss by fire resulting from nuclear action.

c) war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

d) failure by any insured person to take all reasonable steps to preserve property during and after a loss or when the property is endangered by a cause of loss we cover.

Any deductible shown on the Policy Declarations applicable to Coverage C — Personal Property Protection, also applies to a loss under this coverage.

6. Coverage K
Incidental Office, Private School Or Studio

a) The limits and exclusions applying to property used or intended for use in a
business under Coverage C — Personal Property Protection do not apply to equipment, supplies and furnishings used in a described office, private school or studio at your residence premises. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

The Coverage K limits are shown on the Policy Declarations. The first limit applies to property used in a business conducted on the residence premises. The second limit applies to business property while away from the residence premises. These limits are not in addition to Coverage C — Personal Property Protection, Limitations On Certain Personal Property on property used or intended for use in a business. The increased coverage does not include property held for sample, sale or delivery after sale.

b) Coverage X — Family Liability Protection and Coverage Y — Guest Medical Protection are extended to cover a described office, private school or studio occupied by an insured person. The occupancy of the described property shall not be considered a business.

We do not cover bodily injury to:

a) any employee other than a residence employee; or
b) any person arising out of corporal punishment administered by or at the direction of an insured person.

7. Coverage M
Increased Coverage On Money
The limitation on money, bullion, platinum other than platinumware, bank notes, gold other than goldware or gold-plated ware, silver other than silverware or silver-plated ware, coins and other numismatic property, under Coverage C — Personal Property Protection is increased to the amount shown on the Policy Declarations.

8. Coverage P
Business Pursuits
Coverage X — Family Liability Protection and Coverage Y — Guest Medical Protection are extended to cover specified business pursuits of an insured person.

We do not cover:

a) bodily injury or property damage arising out of the business pursuits of an insured person when the business is owned or financially controlled by the insured person. This also means a partnership or joint venture of which an insured person is a partner or member;
b) bodily injury or property damage arising out of the rendering of or failure to render a professional service of any nature, other than teaching;
c) bodily injury to a fellow employee of an insured person arising out of and in the course of employment;
d) bodily injury or property damage when an insured person is a member of a teaching staff or faculty of any school or college and the bodily injury or property damage arises out of the maintenance or use of saddle animals, vehicles used with saddle animals, motorized land vehicles, hovercrafts, aircraft or watercraft when owned, hired or operated by an insured person or used for the purpose of instruction; or

e) bodily injury to any person arising out of corporal punishment administered by or at the direction of an insured person when an insured person is a member of the teaching staff or faculty of any school of instruction.

9. Coverage S
Increased Coverage On Securities
The $1,000 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, and stamps, including philatelic property, covered under Coverage C — Personal Property Protection, is increased to the amount shown on the Policy Declarations.
This Endorsement Changes Your Policy — Keep It With Your Policy

Virginia Water Damage Endorsement
Coverage SB — Sewer or Drain Back-up — AP152

For an additional premium, and when Coverage SB — SEWER OR DRAIN BACK-UP appears on your Policy Declarations in the section entitled “POLICY COVERAGE AND LIMITS OF LIABILITY”:

1. We will cover direct physical loss to covered property under Coverage A — Dwelling Protection, Coverage B — Other Structures Protection and Coverage C — Personal Property Protection caused by water or any other substances which backs up through sewers or drains.

   A deductible will apply to each covered sewer or drain water back-up loss. The deductible amount will be shown on the Policy Declarations under the section entitled “LOSS DEDUCTIBLE(S) APPLICABLE.”

All other provisions of the policy apply.
Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Extended Protection

Amendatory Endorsement – APC356

I. In Section I – Your Property, Coverage C – Personal Property Protection is revised as follows:

A. In Property We Cover Under Coverage C, item 1. is replaced by the following:

1. Personal property owned or used by an insured person anywhere in the world. When personal property is located at a residence owned by you other than the residence premises, coverage is limited to 10% of Coverage C – Personal Property Protection. This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after you begin to move property there, personal property in use at a temporary residence when a direct physical loss we cover makes your residence premises uninhabitable, or to personal property in student dormitory, fraternity or sorority housing.

B. The Limitations On Certain Personal Property provision is replaced by the following:

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. These limitations do not increase the amount of insurance under Coverage C – Personal Property Protection. The total amount of coverage for each group in any one loss is as follows:

1. $200 – Money, bullion, platinum other than platinumware, bank notes, gold other than goldware or gold-plated ware, silver other than silverware or silver-plated ware, coins and other numismatic property.

2. $200 – Business property while the business property is away from the residence premises.

3. $200 – Business property while the business property is at the residence premises.

4. $1,000 – Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, and stamps, including philatelic property regardless of the media on which the material exists.

5. $1,000 – Manuscripts, including documents stored on electronic media.

6. $1,000 – Trailers not used with watercraft.

7. $2,000 – Watercraft, including their attached or unattached trailers, furnishings, equipment, and outboard motors.

8. $3,000 – Theft of firearms, their related equipment, and accessories.

9. $5,000 – Theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious...
stones, and furs, including any item containing fur which represents its principal value, subject to a maximum amount of $1,500 per item.

II. In Section I – Your Property. Additional Protection is revised as follows:

A. Item 1. Additional Living Expense is replaced by the following:

1. Additional Living Expense
   a) We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover under Coverage A – Dwelling Protection, Coverage B – Other Structures Protection or Coverage C – Personal Property Protection makes your residence premises uninhabitable.

   Payment for additional living expense as a result of a covered loss under Coverage A – Dwelling Protection, Coverage B – Other Structures Protection or Coverage C – Personal Property Protection will be limited to the least of the following:
   1) the time period required to repair or replace the property we cover, using due diligence and dispatch; or
   2) if you permanently relocate, the shortest time for your household to settle elsewhere.

   b) We will pay your lost fair rental income resulting from a covered loss, less charges and expenses which do not continue, when a loss we cover makes the part of the residence premises you rent to others, or hold for rental, uninhabitable. We will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental.

   c) We will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the residence premises due to a loss at a neighboring premises caused by a loss we insure against.

   These periods of time are not limited by the termination of this policy.

   We do not cover any lost income or expense due to the cancellation of a lease or agreement.

   No deductible applies to this protection.

B. Item 9. Power Interruption is replaced by the following:

9. Power Interruption
   We will pay for loss to the contents of freezers and refrigerated units on the residence premises caused by the interruption of power which occurs off the residence premises. If a power interruption is known to an insured person, all reasonable means must be used to protect the contents of freezers and refrigerated units.

   This coverage does not increase the limit of liability applying to the damaged property.

III. Building Structure Replacement Cost Extended Limits
In Section I – Conditions, item 5., How We Pay For A Loss, under c) Building Structure Replacement Cost we will replace item 3) if, at the time of the loss, you have met the following conditions:
A. Insure your dwelling, attached structures and detached building structures to 100% of replacement cost as determined by our estimate completed and based on the accuracy of information you furnished;

B. Have accepted the Property Insurance Adjustment Condition, agree to accept each annual adjustment in the Coverage A – Dwelling Protection limit of liability, and pay any additional premium charged; and

C. Notify us within 60 days of the start of any modifications that increase the aggregate value of your dwelling, attached structures and detached building structures at the residence premises by $5,000 or more, and pay any resulting additional premium due for the increase in value.

If, at the time of a covered loss, you meet all of the conditions in A., B., and C. above, then in Section I – Conditions, item 5., How We Pay For A Loss, under c) Building Structure Replacement Cost, item 3) is replaced with:

3) 120% of the Limit Of Liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A – Dwelling Protection or Coverage B – Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

If, at the time of a covered loss, you fail to meet any of the conditions in A., B., and C. above, then in Section I – Conditions, item 5., How We Pay For A Loss, under c) Building Structure Replacement Cost, item 3) remains:

3) the Limit Of Liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A – Dwelling Protection or Coverage B – Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

IV. In Section II – Family Liability and Guest Medical Protection, under Additional Protection, item 3 is replaced by the following:

3. Damage To Property Of Others
   At your request, we will pay up to $1,000 each time an insured person causes property damage to someone else’s property. At our option, we will pay the cost to either repair or replace the property damaged by an insured person, without deduction for depreciation.

   We will not pay for property damage:
   a) to property covered under Section I of this policy;
   b) to property intentionally damaged by an insured person who has attained the age of 13;
   c) to property owned by or rented to an insured person, any tenant of an insured person, or any resident in your household; or
   d) arising out of:
      1) past or present business activities;
      2) any act or omission in connection with a premises, other than an insured premises, owned, rented or controlled by an insured person; or
      3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft. This exclusion does not apply to a golf cart, snowmobile, or any motorized land vehicle designed principally for recreational use off public roads, not subject to motor vehicle registration and not owned by an insured person.

All other policy terms and conditions apply.
Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Homeowners Amendatory Endorsement – Virginia – APC554

I. The General Section of your policy is amended as follows:

A. The Insuring Agreement is replaced with the following:

In reliance on the information you have given us, we agree to provide the coverages indicated on the Policy Declarations. In return, you must pay the premium when due and comply with the policy terms and conditions.

Subject to the terms of this policy, the Policy Declarations shows the location of the residence premises, applicable coverages, limits of liability and premiums. The policy applies only to losses or occurrences that take place during the policy period. The policy period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the Named Insured(s) listed on the Policy Declarations as the insured and on that person’s resident spouse. These persons are defined as you or your. This means that the responsibilities, acts and omissions of a person defined as you or your will be binding upon any other person defined as you or your.

The terms of this policy impose joint obligations on persons defined as an insured person. This means that the responsibilities, acts and failures to act act of a person defined as an insured person will be binding upon another person defined as an insured person.

B. The Continued Coverage After Your Death section is replaced with the following:

If you die, coverage will continue for:

1) your legal representative while acting as such, but only with respect to the premises and property covered under this policy on the date of your death.

2) An insured person, and any person having proper temporary custody of your property until a legal representative is appointed and qualified.

All other policy terms and conditions apply.