

**TO: All Insurers Licensed to Write Homeowners and Fire Policies; All P&C Interested Parties**

**RE: Order to Take Notice (INS-2021-00092) Adopting New Rules Governing Standards for the Content of Dwelling Property Insurance Policies; Adopting New Rules Governing Standards for the Content of HO Policies; Repealing Chapter 340 (Rules Governing Standards for the Content of Fire Insurance or Fire Insurance in Combination with Other Coverages**

The Bureau of Insurance has submitted to the Commission a proposal to repeal the rules at Chapter 340 entitled “Rules Governing Standards for the Content of Fire Insurance or Fire Insurance in Combination with Other Coverages; to adopt a new Chapter 341 entitled “Rules Governing Standards for the Content of Dwelling Property Insurance Policies”; and to adopt new Chapter 342 entitled “ Rules Governing Standards for the Content of Homeowners Insurance Policies.”

The proposed new rules in Chapters 341 and 342 have an **effective date of January 1, 2022** and require **compliance for policies delivered or issued for delivery in Virginia with effective dates on and after July 1, 2023. Insurers and rate service organizations are required to submit filings for compliance with these chapters no later than December 31, 2022.**

The Order to Take Notice for INS-2021-00092 may be found at:

<https://scc.virginia.gov/DocketSearch#/caseDetails/142246>.

Due to the size of the order, it has been broken into 5 parts. The first 4 parts contain only the stricken language from Chapter 340 while the 5<sup>th</sup> part continues the stricken language up to page 415. New Chapter 341 begins on page 415 of the order and new Chapter 342 begins of page 440 of the order.

All interested persons who desire to comment in support of or in opposition to or request a hearing to oppose the repeal of Chapter 340 and the adoption of new Chapters 341 and 342 shall **file such comments or hearing request on or before October 15, 2021** with:

Bernard J. Logan, Clerk, State Corporation Commission, c/o Document Control Center, P.O. Box 2118, Richmond, Virginia 23218. Refer to Case No. INS-2021-00092.

Any request for hearing shall state with specificity why the issues raised in the request for hearing cannot be addressed adequately in written comments. Interested persons desiring to submit comments electronically may do so by following the instructions at the Commission's website: [scc.virginia.gov/case](https://scc.virginia.gov/case). All comments shall refer to Case No. INS-2021-00092.

You may also find information about these proposed new rules on the Commission's website under **NEW TO REVIEW** at: <https://scc.virginia.gov/pages/Companies>.

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
AT RICHMOND, SEPTEMBER 10, 2021

210920454

COMMONWEALTH OF VIRGINIA, *ex rel.*

STATE CORPORATION COMMISSION

CASE NO. INS-2021-00092

*Ex Parte:* In the matter of Repealing Rules Governing Standards for the Content of Fire Insurance or Fire Insurance in Combination with Other Coverages, Adopting New Rules Governing Standards for the Content of Dwelling Property Insurance Policies and Adopting New Rules Governing Standards for the Content of Homeowners Insurance Policies

2021 SEP 10 P 4: 17  
S.C. CLERK'S OFFICE  
DOCUMENT CONTROL CENTER

ORDER TO TAKE NOTICE

Section 12.1-13 of the Code of Virginia ("Code") provides that the State Corporation Commission ("Commission") shall have the power to promulgate rules and regulations in the enforcement and administration of all laws within its jurisdiction, and § 38.2-223 of the Code provides that the Commission may issue any rules and regulations necessary or appropriate for the administration and enforcement of Title 38.2 of the Code. Section 38.2-2108 of the Code provides that the Commission may establish standards for the content of policies written to insure owner-occupied dwellings issued or delivered in the Commonwealth.

The rules and regulations issued by the Commission pursuant to §§ 38.2-223 and 38.2-2108 of the Code are set forth in Title 14 of the Virginia Administrative Code. A copy also may be found at the Commission's website: [scc.virginia.gov/case](http://scc.virginia.gov/case).

The Bureau of Insurance ("Bureau") has submitted to the Commission a proposal to repeal Chapter 340 of Title 14 of the Virginia Administrative Code entitled "Rules Governing Standards for the Content of Fire Insurance or Fire Insurance in Combination with Other Coverages" set out at 14 VAC 5-340-10 through 14 VAC 5-340-150:9; to adopt a new chapter,

Chapter 341 of Title 14 of the Virginia Administrative Code entitled "Rules Governing Standards for the Content of Dwelling Property Insurance Policies," which are recommended to be set out at 14 VAC 5-341-10 through 14 VAC 5-341-90; and to adopt a new chapter, Chapter 342 of Title 14 of the Virginia Administrative Code entitled "Rules Governing Standards for the Content of Homeowners Insurance Policies," which are recommended to be set out at 14 VAC 5-342-10 through 14 VAC 5-342-120.

The repeal of Chapter 340 is necessary because these rules are outdated, having been in place without revision since 1982.

The proposed new rules in Chapter 341 and 342 establish minimum standards for the contents of dwelling property and homeowners insurance policies. Further, the proposed new rules offer improved readability; preserve basic coverages for consumers; provide clarity in specific areas for certainty and consistency in interpretation, such as occasional rental, unoccupied and vacant premises, and incidental business activities; address exposures that have emerged since 1982, such as virtual currency, home-sharing, drones and hovercraft and the use of the residence for telework; and incorporate offers of coverage that are required by statute.

The proposed new rules in Chapters 341 and 342 have an effective date of January 1, 2022 and require compliance for policies delivered or issued for delivery in Virginia with effective dates on and after July 1, 2023. Insurers and rate service organizations are required to submit filings for compliance with these chapters no later than December 31, 2022.

NOW THE COMMISSION is of the opinion that the Rules at Chapter 340 of Title 14 of the Virginia Administrative Code should be repealed, and the proposed new rules at Chapters 341 and 342 of Title 14 of the Virginia Administrative Code should be considered for adoption with a proposed effective date of January 1, 2022.

Accordingly, IT IS ORDERED THAT:

(1) The proposal to repeal Chapter 340 of Title 14 of the Virginia Administrative Code; adopt a new chapter proposed at Chapter 341 of Title 14 of the Virginia Administrative Code, recommended to be set out at 14 VAC 5-341-10 through 14 VAC 5-341-90; and adopt a new chapter proposed at Chapter 342 of Title 14 of the Virginia Administrative Code, recommended to be set out at 14 VAC 5-342-10 through 14 VAC 5-342-120, is attached hereto and made a part hereof.

(2) All interested persons who desire to comment in support of or in opposition to, or request a hearing to oppose the repeal of Chapter 340 and the adoption of the proposed new Chapters 341 and 342 shall file such comments or hearing request on or before October 15, 2021, with Bernard J. Logan, Clerk, State Corporation Commission, c/o Document Control Center, P.O. Box 2118, Richmond, Virginia 23218, and shall refer to Case No. INS-2021-00092. Any request for hearing shall state with specificity why the issues raised in the request for hearing cannot be addressed adequately in written comments. Interested persons desiring to submit comments electronically may do so by following the instructions at the Commission's website: [scc.virginia.gov/case](http://scc.virginia.gov/case). All comments shall refer to Case No. INS-2021-00092.

(3) The Bureau shall file its statement of position in response to any comments filed pursuant to Ordering Paragraph 2 on or before November 15, 2021.

(4) If no written request for a hearing on the proposed repeal and adoption of proposed new rules as outlined in this Order is received on or before October 15, 2021, the Commission, upon consideration of any comments submitted in support of or in opposition to the proposal, may repeal Chapter 340 and adopt proposed Chapters 341 and 342 of Title 14 of the Virginia Administrative Code as submitted by the Bureau.

(5) The Bureau shall provide notice of the proposal to all carriers licensed in Virginia to write fire and homeowners insurance as well as to all Property and Casualty interested persons.

(6) The Commission's Division of Information Resources shall cause a copy of this Order, together with the proposal to repeal and adopt new rules, to be forwarded to the Virginia Registrar of Regulations for appropriate publication in the *Virginia Register of Regulations*.

(7) The Commission's Division of Information Resources shall make available this Order and the attached proposal on the Commission's website: [scc.virginia.gov/case](http://scc.virginia.gov/case).

(8) The Bureau shall file with the Clerk of the Commission an affidavit of compliance with the notice requirements of Ordering Paragraph (4) above.

(9) This matter is continued.

A COPY hereof shall be sent by the Clerk of the Commission to: C. Meade Browder, Jr., Senior Assistant Attorney General, mbrowder@oag.state.va.us, Office of the Attorney General, Division of Consumer Counsel, 202 N. 9<sup>th</sup> Street, 8<sup>th</sup> Floor, Richmond, Virginia 23219-3424; and a copy hereof shall be delivered to the Commission's Office of General Counsel and the Bureau of Insurance in care of Deputy Commissioner Rebecca Nichols.

**Project 6887 - Proposed**

**State Corporation Commission, Bureau Of Insurance**

**CH 340 CH 341 CH 342**

Chapter 340

Rules Governing Standards for the Content of Fire Insurance or Fire Insurance in Combination  
with Other Coverages (REPEALED)

**~~14VAC5-340-10. Scope and purpose. (Repealed.)~~**

~~This chapter (14VAC5-340-10 et seq.) shall apply to any insurance company that is licensed to do business in this Commonwealth and is issuing fire policies or fire in combination with other coverages as set forth in §§ 38.2-1921, 38.2-2104, 38.2-2105 and 38.2-2106 of the Code of Virginia. The purpose of this chapter is to establish standards for the content of fire policies or fire in combination with other coverages.~~

**~~14VAC5-340-10. Scope and purpose. (Repealed.)~~**

~~This chapter (14VAC5-340-10 et seq.) shall apply to any insurance company that is licensed to do business in this Commonwealth and is issuing fire policies or fire in combination with other coverages as set forth in §§ 38.2-1921, 38.2-2104, 38.2-2105 and 38.2-2106 of the Code of Virginia. The purpose of this chapter is to establish standards for the content of fire policies or fire in combination with other coverages.~~

**~~14VAC5-340-20. Standards for content of policies. (Repealed.)~~**

~~Notwithstanding other statutory requirements, all fire or fire combination policies filed with the Commission must contain, as a minimum, the content of the coverages, terms and conditions contained in this chapter (14VAC5-340-10 et seq.). It is acceptable to provide broader and more favorable coverages, terms and conditions in the policy than the minimum standards of content~~

~~provided for in this chapter. Also, the format and language may be other than that which is shown in this chapter, provided that the content remains as set forth herein.~~

~~As respects market value policies, no limited policy form shall be approved which does not prominently display an appropriate title which reflects the limitation in policy coverage. Acceptable titles are those which indicate the coverage limitation in a simple and objective manner such as "Limited Homeowners" or "Market Value Homeowners." Titles which fail to convey the coverage limitation, such as "Specialized Homeowners" or "Customized Homeowners," are not acceptable. The approved name shall be used everywhere the title appears on the policy form. The policy jacket shall display a notification to the policyholder of the restrictions found in the market value policy.~~

~~The policy filing shall include an eligibility standard which provides that the market value policy will not be used to insure any property which qualifies for an amount of insurance equal to 80% or more of the structure's full replacement cost under a conventional homeowner policy except at the choice of the insured. This replacement may be satisfied by use of an eligibility standard restricting sale of the market value policy to properties which would only qualify for coverage limits of less than 80% of full replacement cost.~~

~~All policy filings shall specifically note all provisions which are broader than the standards contained herein. In addition, for each policy filed, the company will specify the appropriate minimum standards section below (14VAC5-340-40 through 14VAC5-340-120) on which the form filing is based.~~

**14VAC5-340-20. Standards for content of policies. (Repealed.)**

~~Notwithstanding other statutory requirements, all fire or fire combination policies filed with the Commission must contain, as a minimum, the content of the coverages, terms and conditions contained in this chapter (14VAC5-340-10 et seq.). It is acceptable to provide broader and more~~

~~favorable coverages, terms and conditions in the policy than the minimum standards of content provided for in this chapter. Also, the format and language may be other than that which is shown in this chapter, provided that the content remains as set forth herein.~~

~~As respects market value policies, no limited policy form shall be approved which does not prominently display an appropriate title which reflects the limitation in policy coverage. Acceptable titles are those which indicate the coverage limitation in a simple and objective manner such as "Limited Homeowners" or "Market Value Homeowners." Titles which fail to convey the coverage limitation, such as "Specialized Homeowners" or "Customized Homeowners," are not acceptable. The approved name shall be used everywhere the title appears on the policy form. The policy jacket shall display a notification to the policyholder of the restrictions found in the market value policy.~~

~~The policy filing shall include an eligibility standard which provides that the market value policy will not be used to insure any property which qualifies for an amount of insurance equal to 80% or more of the structure's full replacement cost under a conventional homeowner policy except at the choice of the insured. This replacement may be satisfied by use of an eligibility standard restricting sale of the market value policy to properties which would only qualify for coverage limits of less than 80% of full replacement cost.~~

~~All policy filings shall specifically note all provisions which are broader than the standards contained herein. In addition, for each policy filed, the company will specify the appropriate minimum standards section below (14VAC5-340-40 through 14VAC5-340-120) on which the form filing is based.~~

**14VAC5-340-30. Certification. (Repealed.)**

~~The insuring company shall certify to the Commission in writing at the time any policy form or endorsement is filed for approval that, in its opinion, the coverage provided therein is not less~~

~~favorable than the minimum standards for coverage set forth in this chapter (14VAC5-340-10 et seq.).~~

**~~14VAC5-340-30. Certification. (Repealed.)~~**

~~The insuring company shall certify to the Commission in writing at the time any policy form or endorsement is filed for approval that, in its opinion, the coverage provided therein is not less favorable than the minimum standards for coverage set forth in this chapter (14VAC5-340-10 et seq.).~~

**~~14VAC5-340-40. Dwelling buildings and contents policy; basic form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-DF-1, attached hereto as Exhibit 1.~~

**~~14VAC5-340-40. Dwelling buildings and contents policy; basic form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-DF-1, attached hereto as Exhibit 1.~~

**~~14VAC5-340-50. Dwelling buildings and contents policy; broad form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-DF-2, attached hereto as Exhibit 2.~~

**~~14VAC5-340-50. Dwelling buildings and contents policy; broad form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-DF-2, attached hereto as Exhibit 2.~~

**~~14VAC5-340-60. Dwelling buildings and contents policy; special form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-DF-3, attached hereto as Exhibit 3.~~

**~~14VAC5-340-60. Dwelling buildings and contents policy; special form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-DF-3, attached hereto as Exhibit 3.~~

**~~14VAC5-340-70. Homeowners policy; basic form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-1, attached hereto as Exhibit 4.~~

**~~14VAC5-340-70. Homeowners policy; basic form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-1, attached hereto as Exhibit 4.~~

**~~14VAC5-340-80. Homeowners policy; broad form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-2, attached hereto as Exhibit 5.~~

**~~14VAC5-340-80. Homeowners policy; broad form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-2, attached hereto as Exhibit 5.~~

**~~14VAC5-340-90. Homeowners policy; special form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-3, attached hereto as Exhibit 6.~~

**~~14VAC5-340-90. Homeowners policy; special form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-3, attached hereto as Exhibit 6.~~

**~~14VAC5-340-100. Homeowners policy; comprehensive form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-5, attached hereto as Exhibit 7.~~

**~~14VAC5-340-100. Homeowners policy; comprehensive form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-5, attached hereto as Exhibit 7.~~

**~~14VAC5-340-110. Homeowners policy; condominium unit owners form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-6, attached hereto as Exhibit 8.~~

**~~14VAC5-340-110. Homeowners policy; condominium unit owners form. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-HO-6, attached hereto as Exhibit 8.~~

**~~14VAC5-340-120. Market value policy. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-MV, attached hereto as Exhibit 9.~~

**~~14VAC5-340-120. Market value policy. (Repealed.)~~**

~~No policy which is filed based on this section shall be more restrictive than the form designated as SCC-BI-MV, attached hereto as Exhibit 9.~~

**~~14VAC5-340-130. Severability. (Repealed.)~~**

~~If any provisions of this chapter, 14VAC5-340-10 et seq., or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this chapter, 14VAC5-340-10 et seq., which can be given effect without the invalid~~

~~provision or application, and to that end the provisions of this chapter, 14VAC5-340-10 et seq., are severable.~~

**14VAC5-340-130. Severability. (Repealed.)**

~~If any provisions of this chapter, 14VAC5-340-10 et seq., or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this chapter, 14VAC5-340-10 et seq., which can be given effect without the invalid provision or application, and to that end the provisions of this chapter, 14VAC5-340-10 et seq., are severable.~~

**14VAC5-340-140. Advertisement. (Repealed.)**

~~No company or agent shall state or imply in their advertisements that approval, endorsement or accreditation of such policy forms or endorsements to which this chapter, 14VAC5-340-10 et seq., applies has been granted by any division or agency of this Commonwealth.~~

**14VAC5-340-140. Advertisement. (Repealed.)**

~~No company or agent shall state or imply in their advertisements that approval, endorsement or accreditation of such policy forms or endorsements to which this chapter, 14VAC5-340-10 et seq., applies has been granted by any division or agency of this Commonwealth.~~

**14VAC5-340-150. Effective date. (Repealed.)**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I—COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A—DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~
- ~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

#### ~~COVERAGE B - APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

~~COVERAGE C — UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

- ~~1. At the option of the named insured,
  - ~~a. Owned by a guest while in a residence occupied by an insured; or~~
  - ~~b. Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~~~
- ~~2. But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
- ~~3. If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold plated ware shall not be deemed to be gold and silverware and silver plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

This coverage excludes:

1. ~~Animals, birds or fish;~~
2. ~~Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
3. ~~Aircraft and parts;~~
4. ~~Property of roomers and boarders not related to the insured;~~
5. ~~Business property in storage or held as samples or for sale or for delivery after sale;~~
6. ~~Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
7. ~~Business property while away from the described premises;~~
8. ~~Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
9. ~~Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as~~

~~nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenantability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenantable condition;~~
- ~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

- ~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus~~

~~the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or~~

~~members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### ~~LOSS DEDUCTIBLE CLAUSE~~

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

#### ~~SECTION I - PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or~~

~~containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~

~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~

~~The following are not explosions within the intent or meaning of this peril:~~

- a. ~~Shock waves caused by aircraft, generally known as "sonic boom,"~~
  - b. ~~Electric arcing,~~
  - c. ~~Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
  - d. ~~Water hammer,~~
  - e. ~~Rupture or bursting of water pipes, or~~
  - f. ~~Rupture, bursting or operation of pressure relief devices.~~
5. ~~Riot or civil commotion.~~
6. ~~Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~
- a. ~~By any vehicle owned or operated by an occupant of the premises;~~
  - b. ~~By any vehicle to fences, driveways or walks; or~~
  - c. ~~To any motor vehicle or trailer.~~
7. ~~Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~
8. ~~Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~
9. ~~Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been~~

~~vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereat. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver plated ware and gold plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

### ~~SECTION I – EXCLUSIONS~~

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~

~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing;~~

~~whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all~~

~~policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

~~(1) The applicable limit of liability;~~

- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~
- ~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~
  - ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
  - ~~(2) Payment will never exceed the applicable limit of liability;~~
  - ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss.~~

~~Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~

~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages~~

~~upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount~~

~~of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or~~

~~fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

#### ~~COVERAGE F – MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury~~
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~

#### ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:~~
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:~~
    - ~~(1) Any aircraft; or~~

~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~

~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations;~~

~~confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~

~~c. To property damage to property owned by the insured;~~

~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~

~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~

~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~

~~3. Under Coverage F – Medical Payments to Others:~~

~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~

~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II - ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E— Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E— Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F— Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II—CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E—Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E—Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F—Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F—Medical Payments to Others for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F—Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E—Personal Liability and Coverage F—Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages — Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F — Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician~~

~~selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F – Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this~~

~~policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F—Medical Payments to Others and Additional Coverages—Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term.~~

~~Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

~~a. With respect to Section II — Medical Payments to Others, this Other Insurance condition does not apply.~~

~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E — Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~

~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

## DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E—Personal Liability and Coverage F—Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~
  - ~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~~~

~~"Insured premises" means:~~

- ~~1. The residence premises described in the Declarations of this policy, and~~
- ~~2. Under Section II only:
  - ~~a. Any other residence premises specifically named in this policy;~~
  - ~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~
  - ~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~
  - ~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~
  - ~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~
  - ~~f. Individual or family cemetery plots or burial vaults.~~~~

~~"Residence premises" means:~~

- ~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~
- ~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**14VAC5-340-150. Effective date. (Repealed.)**

**EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.**

## ~~SECTION I – COVERAGES~~

### ~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

#### ~~COVERAGE A – DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

#### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

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

~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

#### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

~~1. At the option of the named insured,~~

~~a. Owned by a guest while in a residence occupied by an insured; or~~

~~b. Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~

~~2. But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~

~~3. If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold plated ware shall not be deemed to be gold and silverware and silver plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~

~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~

~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

This coverage excludes:

~~1. Animals, birds or fish;~~

~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~

~~3. Aircraft and parts;~~

~~4. Property of roomers and boarders not related to the insured;~~

~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~

~~7. Business property while away from the described premises;~~

~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~

~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

~~COVERAGE D—ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenantable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenantability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenantable condition;~~
- ~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

## ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department~~

~~charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### ~~LOSS DEDUCTIBLE CLAUSE~~

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

#### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

- ~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~
- ~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be~~

~~removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~

~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~

~~The following are not explosions within the intent or meaning of this peril:~~

- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
- ~~b. Electric arcing,~~
- ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
- ~~d. Water hammer,~~
- ~~e. Rupture or bursting of water pipes, or~~
- ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

- ~~a. By any vehicle owned or operated by an occupant of the premises;~~
- ~~b. By any vehicle to fences, driveways or walks; or~~
- ~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereat. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### ~~SECTION I - EXCLUSIONS~~

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

- ~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~
  - ~~b. Water which backs up through sewers or drains; or~~
  - ~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~
- ~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~
- ~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~
  - ~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~
  - ~~6. Caused directly or indirectly by:~~
    - ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~

~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

#### ~~SECTION I—CONDITIONS~~

##### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the~~

~~insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

## ~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

~~(1) The applicable limit of liability;~~

~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~

~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~

~~(2) Payment will never exceed the applicable limit of liability;~~

~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~

~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~

~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~

~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of~~

~~loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause—Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the~~

~~mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire"~~

~~resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II – LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E – PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F – MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury~~
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~

~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~

## SECTION II – EXCLUSIONS

This policy does not apply:

### ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:~~

~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:~~

~~(1) Any aircraft; or~~

~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~

~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any~~

~~government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~

~~c. To property damage to property owned by the insured;~~

~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~

~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~

~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~

~~3. Under Coverage F—Medical Payments to Others:~~

~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~

~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

- ~~a. Caused intentionally by any insured who has attained the age of 13;~~
- ~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~
- ~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~
- ~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

- ~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~
- ~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to~~

~~exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E—Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E—Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F—Medical Payments to Others, applies to bodily injury sustained by any person~~

~~while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II - CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E - Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E - Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F - Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F - Medical Payments to Others for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F - Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E — Personal Liability and Coverage F — Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages — Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of~~

~~its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F – Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F – Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II – CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~e. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F—Medical Payments to Others and Additional Coverages—Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~

~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~

~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

## DEFINITIONS

~~When used in this policy the following definitions apply:~~

~~"Insured" means:~~

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E - Personal Liability and Coverage F - Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~
  - ~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~~~

~~"Insured premises" means:~~

- ~~1. The residence premises described in the Declarations of this policy, and~~
- ~~2. Under Section II only:
  - ~~a. Any other residence premises specifically named in this policy;~~
  - ~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~~~

- ~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~
- ~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~
- ~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~
- ~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

- ~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~
- ~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~

~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~

~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or~~

~~domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:1. EXHIBIT 1. MINIMUM STANDARDS OF CONTENT FOR A DWELLING BUILDING(S) AND CONTENTS -- BASIC FORM (SEASONAL PROPERTY SHALL BE SO DESCRIBED IN THIS POLICY). (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I -- COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A -- DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~
- ~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B - APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C - UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

- ~~1. At the option of the named insured,
  - ~~a. Owned by a guest while in a residence occupied by an insured; or~~
  - ~~b. Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~~~

~~2. But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~

~~3. If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold plated ware shall not be deemed to be gold and silverware and silver plated ware shall not be deemed to be silver.~~

- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

This coverage excludes:

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~
- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~

- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D—ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ~~ADDITIONAL COVERAGES~~

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused~~

~~by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### ~~LOSS DEDUCTIBLE CLAUSE~~

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

## SECTION I — PERILS INSURED AGAINST

This policy insures against direct loss to the property covered by the following perils as defined and limited herein:

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether~~

~~attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~

~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~

~~The following are not explosions within the intent or meaning of this peril:~~

- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
- ~~b. Electric arcing,~~
- ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
- ~~d. Water hammer,~~
- ~~e. Rupture or bursting of water pipes, or~~
- ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

- ~~a. By any vehicle owned or operated by an occupant of the premises;~~
- ~~b. By any vehicle to fences, driveways or walks; or~~
- ~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereat. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### SECTION I – EXCLUSIONS

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
  - ~~c. To property damage to property owned by the insured;~~
  - ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
  - ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
  - ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~
- ~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:2. EXHIBIT 2. MINIMUM STANDARDS OF CONTENT FOR A DWELLING BUILDING(S) AND CONTENTS – BROAD FORM. (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I – COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A – DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

1. ~~At the option of the named insured,~~
  - a. ~~Owned by a guest while in a residence occupied by an insured; or~~
  - b. ~~Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
2. ~~But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
3. ~~If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenantable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

- ~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~
- ~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~
- ~~The following are not explosions within the intent or meaning of this peril:~~
- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
  - ~~b. Electric arcing,~~
  - ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
  - ~~d. Water hammer,~~
  - ~~e. Rupture or bursting of water pipes, or~~
  - ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### SECTION I – EXCLUSIONS

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
- ~~c. To property damage to property owned by the insured;~~
- ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
- ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
- ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~

~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:3. EXHIBIT 3. MINIMUM STANDARDS OF CONTENT FOR A DWELLING BUILDING(S) AND CONTENTS – SPECIAL FORM. (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I – COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A – DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

#### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

#### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

1. ~~At the option of the named insured,~~
  - a. ~~Owned by a guest while in a residence occupied by an insured; or~~
  - b. ~~Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
2. ~~But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
3. ~~If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

- ~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~
- ~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~
- ~~The following are not explosions within the intent or meaning of this peril:~~
- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
  - ~~b. Electric arcing,~~
  - ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
  - ~~d. Water hammer,~~
  - ~~e. Rupture or bursting of water pipes, or~~
  - ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### SECTION I – EXCLUSIONS

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
- ~~c. To property damage to property owned by the insured;~~
- ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
- ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
- ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~

~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

- ~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~
- ~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~
- ~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~
- ~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E-- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:4. EXHIBIT 4. MINIMUM STANDARDS OF CONTENT FOR A HOMEOWNERS POLICY - BASIC FORM. (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I - COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A - DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

1. ~~At the option of the named insured,~~
  - a. ~~Owned by a guest while in a residence occupied by an insured; or~~
  - b. ~~Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
2. ~~But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
3. ~~If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

- ~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~
- ~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~

~~The following are not explosions within the intent or meaning of this peril:~~

- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
- ~~b. Electric arcing,~~
- ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
- ~~d. Water hammer,~~
- ~~e. Rupture or bursting of water pipes, or~~
- ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### ~~SECTION I – EXCLUSIONS~~

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
- ~~c. To property damage to property owned by the insured;~~
- ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
- ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
- ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~

~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:5. EXHIBIT 5. MINIMUM STANDARDS OF CONTENT FOR A HOMEOWNERS POLICY – BROAD FORM. (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I – COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A – DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

1. ~~At the option of the named insured,~~
  - a. ~~Owned by a guest while in a residence occupied by an insured; or~~
  - b. ~~Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
2. ~~But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
3. ~~If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenantable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

- ~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~
- ~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~

~~The following are not explosions within the intent or meaning of this peril:~~

- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
- ~~b. Electric arcing,~~
- ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
- ~~d. Water hammer,~~
- ~~e. Rupture or bursting of water pipes, or~~
- ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### SECTION I – EXCLUSIONS

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
  - ~~c. To property damage to property owned by the insured;~~
  - ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
  - ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
  - ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~
- ~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:6. EXHIBIT 6. MINIMUM STANDARDS OF CONTENT FOR A HOMEOWNERS POLICY - SPECIAL FORM. (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I - COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A - DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

1. ~~At the option of the named insured,~~
  - a. ~~Owned by a guest while in a residence occupied by an insured; or~~
  - b. ~~Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
2. ~~But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
3. ~~If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenantable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

- ~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~
- ~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~
- ~~The following are not explosions within the intent or meaning of this peril:~~
- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
  - ~~b. Electric arcing,~~
  - ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
  - ~~d. Water hammer,~~
  - ~~e. Rupture or bursting of water pipes, or~~
  - ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### SECTION I – EXCLUSIONS

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
- ~~c. To property damage to property owned by the insured;~~
- ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
- ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
- ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~

~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~

~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~

~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~

~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~

~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:7. EXHIBIT 7. MINIMUM STANDARDS OF CONTENT FOR A HOMEOWNERS POLICY - COMPREHENSIVE FORM. (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I - COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A - DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

1. ~~At the option of the named insured,~~
  - a. ~~Owned by a guest while in a residence occupied by an insured; or~~
  - b. ~~Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
2. ~~But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
3. ~~If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~

~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~

~~The following are not explosions within the intent or meaning of this peril:~~

- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
- ~~b. Electric arcing,~~
- ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
- ~~d. Water hammer,~~
- ~~e. Rupture or bursting of water pipes, or~~
- ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### SECTION I – EXCLUSIONS

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
  - ~~c. To property damage to property owned by the insured;~~
  - ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
  - ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
  - ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~
- ~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

~~**14VAC5-340-150:8. EXHIBIT 8. MINIMUM STANDARDS OF CONTENT FOR A HOMEOWNERS POLICY - CONDOMINIUM UNIT OWNERS FORM. (Repealed.)**~~

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I - COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A - DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

1. ~~At the option of the named insured,~~
  - a. ~~Owned by a guest while in a residence occupied by an insured; or~~
  - b. ~~Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
2. ~~But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
3. ~~If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenantable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

- ~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~
- ~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~
- ~~The following are not explosions within the intent or meaning of this peril:~~
- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
  - ~~b. Electric arcing,~~
  - ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
  - ~~d. Water hammer,~~
  - ~~e. Rupture or bursting of water pipes, or~~
  - ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### ~~SECTION I – EXCLUSIONS~~

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
- ~~c. To property damage to property owned by the insured;~~
- ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
- ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
- ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~

~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~

~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~

~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~

~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

**~~14VAC5-340-150:9. EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY. (Repealed.)~~**

~~EXHIBIT 9. MINIMUM STANDARDS OF CONTENT FOR A MARKET VALUE POLICY.~~

~~SECTION I – COVERAGES~~

~~DESCRIPTION OF PROPERTY AND INTERESTS COVERED~~

~~COVERAGE A – DWELLING~~

~~This policy covers the described dwelling building, including additions in contact therewith, occupied principally as a private residence.~~

~~This coverage also includes:~~

- ~~1. If the property of the insured and when not otherwise covered, fixtures of the building pertaining to the service of the premises and while located thereon or temporarily~~

~~elsewhere; (NOTE: Fixtures of the building include but are not limited to wells, plumbing systems, pumps, air conditioning equipment, systems and their component parts (except window units), furnaces, hot water heaters, lighting systems including fixtures, and appliances which are actually built into the structure whose removal would result in defacement or disfigurement of the building.)~~

~~2. Materials and supplies located on the premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling.~~

### ~~COVERAGE B – APPURTENANT STRUCTURES~~

~~This policy covers structures (other than the described dwelling building, including additions in contact therewith) appertaining to the premises and located thereon.~~

~~This coverage also includes materials and supplies located on the premises or adjacent thereto, intended for use in the construction, alteration or repair of such structures.~~

~~This coverage excludes:~~

- ~~1. Structures used in whole or in part for business purposes; or~~
- ~~2. Structures rented or leased in whole or in part or held for such rental or lease (except structures used exclusively for private garage purposes) to other than a tenant of the described dwelling.~~

### ~~COVERAGE C – UNSCHEDULED PERSONAL PROPERTY~~

~~This policy covers unscheduled personal property owned or used by an insured while it is anywhere in the world and, at the option of the named insured, owned by others while on the portion of the premises occupied exclusively by the insured.~~

~~This coverage also includes such unscheduled personal property while elsewhere than on the described premises, anywhere in the world:~~

- ~~1. At the option of the named insured,
  - a. Owned by a guest while in a residence occupied by an insured; or
  - b. Owned by a residence employee while actually engaged in the service of an insured and while such property is in the physical custody of such residence employee or in a residence occupied by an insured;~~
- ~~2. But the limit of this Company's liability for the unscheduled personal property away from the premises shall be an amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.~~
- ~~3. If, during the term of this policy, the named insured removes unscheduled personal property covered under Coverage C from the premises to another location within the continental United States or the State of Hawaii, to be occupied as his principal residence, the limit of liability for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.~~

~~Property in transit shall be subject to the limit of liability for unscheduled personal property away from the premises.~~

~~This coverage shall apply only for a period of 30 days from the date removal commences and shall then cease.~~

~~Special Limits of Liability:~~

~~Under Coverage C, the most this Company will pay for any one loss by theft on the residence premises is \$5,000, subject to the special limits of liability shown below.~~

~~Under Coverage C, this Company shall not be liable for loss in any one occurrence with respect to the following property for more than:~~

- ~~1. \$100 in the aggregate on money, bullion, numismatic property, bank notes, gold, platinum and silver; provided, however, for the purpose of this limitation, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.~~
- ~~2. \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, railroad and other tickets or stamps, including philatelic property;~~
- ~~3. \$1,500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and furs including articles containing fur which represents its principal value;~~
- ~~4. \$1,000 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors;~~
- ~~5. \$500 on trailers and campers, not otherwise provided for, whether licensed or not;~~
- ~~6. \$500 in the aggregate on cemetery property including monuments, headstones, gravemarkers, and urns;~~
- ~~7. \$500 in the aggregate for loss by theft of guns and related accessories.~~

~~This coverage excludes:~~

- ~~1. Animals, birds or fish;~~
- ~~2. Motorized land vehicles, including motorized bicycles, except such vehicles pertaining to the service of the premises and not licensed for road use;~~
- ~~3. Aircraft and parts;~~
- ~~4. Property of roomers and boarders not related to the insured;~~
- ~~5. Business property in storage or held as samples or for sale or for delivery after sale;~~

- ~~6. Property rented or held for rental to others by the insured, except property contained in that portion of the described premises customarily occupied exclusively by the insured and occasionally rented to others or property of the insured in that portion of the described dwelling occupied by roomers or boarders;~~
- ~~7. Business property while away from the described premises;~~
- ~~8. Any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which is used with a motor vehicle and obtains power for operation from the electrical system of the motor vehicle, or any tape, wire, record disc or other medium for use with any such device or instrument while any of said property is in or upon a motor vehicle; or~~
- ~~9. Property which is separately described and specifically insured in whole or in part by this or any other insurance.~~

#### ~~COVERAGE D - ADDITIONAL LIVING EXPENSE~~

~~If a property loss covered under this policy renders the premises untenable, this policy covers the necessary increase in living expense incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for not exceeding the period of time required:~~

- ~~1. To repair or replace such damaged or destroyed property as soon as possible; or~~
- ~~2. For the named insured's household to become settled in permanent quarters; whichever is less.~~

~~This coverage also includes:~~

- ~~1. The fair rental value of any portion of the described dwelling or appurtenant structures covered under this policy, as furnished or equipped by the named insured, which is rented~~

~~or held for rental by the named insured. The fair rental value shall not include charges and expenses that do not continue during the period of untenability. Coverage shall be limited to the period of time required to restore, as soon as possible, the rented portion to the same tenantable condition;~~

~~2. The period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, as a direct result of damage to neighboring premises by a peril insured against.~~

~~The periods described above shall not be limited by the expiration of this policy.~~

~~This coverage excludes expense due to cancellation of any lease, or any written or oral agreement.~~

#### ADDITIONAL COVERAGES

~~1. Debris Removal. This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded. Coverage will also be provided for the removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5.0% of that limit of liability will be available to cover debris removal expense.~~

~~2. Reasonable Repairs. Permission is granted for the insured, in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular~~

~~the requirements that in case loss occurs the insured shall protect the property from further damage.~~

~~3. Trees, Shrubs and Other Plants. This Company shall be liable for loss to trees, shrubs, plants and lawns (except those grown for business purposes) only when the loss is caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by an occupant of the premises. This Company's liability for loss in any one occurrence under this provision shall not exceed in the aggregate for all such property 5.0% of the limit of liability of Coverage A nor more than \$500 on any one tree, shrub or plant.~~

~~4. Fire Department Service Charge. This policy covers for an amount not exceeding \$250 the named insured's liability, assumed by contract or agreement for fire department charges where the fire department is called because of fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover the named insured's liability, by contract or otherwise, to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response. This coverage shall not increase the applicable limit of liability under this policy.~~

#### LOSS DEDUCTIBLE CLAUSE

~~With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds the deductible shown on the Declarations and then only for the~~

~~amount of such excess. This loss deductible clause shall not apply to Coverage D—Additional Living Expense or Fire Department Service Charge.~~

### ~~SECTION I—PERILS INSURED AGAINST~~

~~This policy insures against direct loss to the property covered by the following perils as defined and limited herein:~~

~~1. Fire or lightning, excluding any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such ensuing fire.~~

~~2. Removal, meaning direct loss by removal of the property covered hereunder from premises endangered by the perils insured against. The applicable limit of liability will apply for 30 days at each proper place to which any of the property shall necessarily be removed for preservation from or for repair of damages caused by the perils insured against.~~

~~3. Windstorm or hail, excluding loss:~~

~~a. To the interior of the building, or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building or the property covered therein as may be caused by rain, snow, sand or dust, entering the building through openings in the roof or walls made by direct action of wind or hail;~~

~~b. To watercraft (except rowboats and canoes on premises) including their trailers, furnishings, equipment and outboard motors while such property is not inside fully enclosed buildings; or~~

- ~~c. To the following property unless liability therefor is assumed by endorsement hereon: (i) any overhead structure (including its supports and screening), whether attached to a building or not, whose rooflike cover is constructed principally of cloth, metal, fiberglass or plastic, which has been erected to provide protection from the elements for windows, doors, stoops, steps, walkways, patios, carports and other dining and/or recreational areas; (ii) fences; (iii) seawall, property line and similar walls; (iv) greenhouses, hothouses, slathouses, trellises, pergolas, cabanas and outdoor equipment pertaining to the service of the premises; (v) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.~~
- ~~4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire box (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.~~
- ~~The following are not explosions within the intent or meaning of this peril:~~
- ~~a. Shock waves caused by aircraft, generally known as "sonic boom,"~~
  - ~~b. Electric arcing,~~
  - ~~c. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,~~
  - ~~d. Water hammer,~~
  - ~~e. Rupture or bursting of water pipes, or~~
  - ~~f. Rupture, bursting or operation of pressure relief devices.~~

~~5. Riot or civil commotion.~~

~~6. Vehicles or aircraft, meaning only direct loss resulting from actual physical contact of a land vehicle or aircraft, including self-propelled missiles or spacecraft, with property covered hereunder or with the building containing the property covered, and direct loss by objects falling from aircraft; but excluding loss:~~

~~a. By any vehicle owned or operated by an occupant of the premises;~~

~~b. By any vehicle to fences, driveways or walks; or~~

~~c. To any motor vehicle or trailer.~~

~~7. Smoke, meaning only direct loss from smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the described premises but excluding smoke from fireplaces.~~

~~8. Vandalism or malicious mischief, meaning only the wilful and malicious damage to or destruction of the property covered, but excluding loss if the described dwelling had been vacant beyond a period of 30 consecutive days immediately preceding the loss.~~

~~9. Breakage of glass constituting a part of the building covered hereunder, including glass in storm doors and storm windows, but excluding loss if the building covered had been vacant beyond a period of 30 consecutive days, immediately preceding the loss. This Company shall not be liable for loss to glass for an amount exceeding \$50 in any one occurrence.~~

~~10. Theft, meaning any act of stealing or attempt thereof. Unscheduled personal property contained in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented to an insured in which the property covered has been placed for safekeeping shall be considered as being on the described premises.~~

~~Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the insured shall give immediate notice to this Company or any of its authorized agents and also to the police.~~

~~a. General Theft Exclusions. This policy does not apply to loss:~~

~~(1) If committed by an insured;~~

~~(2) In or to a dwelling under construction or of materials or supplies therefor until completed and occupied;~~

~~(3) Arising out of or resulting from the theft of any credit card or automatic teller card or loss by forgery or alterations of any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money; or~~

~~(4) Of a precious or semi-precious stone from its setting.~~

~~b. Theft exclusions applicable while the described dwelling is rented to others:~~

~~This policy does not apply to loss from the described dwelling while the portion of the described dwelling customarily occupied exclusively by an insured is rented to others:~~

~~(1) Of money, bullion, silver, gold, platinum, numismatic property or bank notes;~~

~~(2) Of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;~~

~~(3) Of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or any article of fur or article containing fur which represents its principal value; or~~

~~(4) Caused by a tenant, his employees or members of his household while renting the portion of the described dwelling customarily occupied exclusively by an insured.~~

~~c. Theft exclusions applicable to property away from the described premises:~~

~~This policy does not apply to loss away from the described premises of:~~

~~(1) Property while in any dwelling or premises thereof, owned, rented or occupied by an insured except while an insured is temporarily residing therein; however, property of a student who is an insured is covered 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;~~

~~(2) Property while unattended in or on any motor vehicle or trailer, other than a public conveyance, unless the loss is the result of forcible entry into such vehicle while all doors, windows or other openings thereof are closed and locked, provided there are visible marks of forcible entry upon the exterior of such vehicle, but property shall not be considered unattended when the insured is required to surrender the keys of such vehicle to a bailee;~~

~~(3) Property while unattended in or on private watercraft unless the loss is the direct result of forcible entry into securely locked compartment and provided there are visible marks of forcible entry upon the exterior of such compartment;~~

~~(4) Watercraft, their furnishings, equipment and outboard motors; or~~

~~(5) Trailers and campers whether licensed or not.~~

#### ~~SECTION I – EXCLUSIONS~~

~~This policy does not insure against loss:~~

~~1. Occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon. However, this policy does cover~~

~~the replacement of damaged glass, constituting a part of the building covered herein, with safety glazing material where required by any ordinance or law;~~

~~2. Caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss;~~

~~3. Caused by, resulting from, contributed to or aggravated by any of the following:~~

~~a. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;~~

~~b. Water which backs up through sewers or drains; or~~

~~c. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;~~

~~unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss, but these exclusions do not apply to loss by theft;~~

~~4. Caused directly or indirectly by the interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. If a peril insured against ensues on the insured premises, this Company will pay only for loss caused by the ensuing peril;~~

~~5. Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss or when the property is endangered by a covered peril;~~

~~6. Caused directly or indirectly by:~~

- ~~a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~
- ~~b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risk of contraband or illegal transportation or trade; or~~
- ~~7. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke." This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause contained below in Section I—Conditions.~~

## ~~SECTION I—CONDITIONS~~

### ~~1. Insured's Duties After Loss.~~

~~The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, and furnish a complete inventory of the destroyed or damaged property setting forth each item, or by category if itemization is not reasonably practicable, the amount of loss claimed. The company may, in addition, require the insured to furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.~~

~~2. Loss Settlement – Coverages A and B.~~

~~This condition shall be applicable to Coverages A and B excluding outdoor radio and television antennas and aerials, carpeting, awnings including their supports, and domestic appliances, all whether attached to the building structure or not; (NOTE: Furnaces, air conditioning equipment, systems and their component parts (except window units), and hot water heaters are not domestic appliances but are to be considered part of the described dwelling building.)~~

~~a. Repair Cost Settlement. This Company will pay the actual cost of repairing or replacing the damaged property without deduction for depreciation, using generally accepted repair practices and materials currently in common use. The type of materials and repair practices will be agreed upon by the named insured and this Company. If no agreement can be reached, settlement will be on an actual cash value basis.~~

~~Payment will not exceed the smaller of the following amounts:~~

- ~~(1) The applicable limit of liability;~~
- ~~(2) The repair cost of that part of the dwelling and appurtenant structures damaged;~~
- ~~(3) The amount actually and necessarily spent to repair the damaged dwelling and appurtenant structures.~~

~~b. Actual Cash Value Settlement. This means there may be deduction for depreciation.~~

- ~~(1) If the named insured decides not to repair or replace the damaged property, settlement will be on an actual cash value basis;~~
- ~~(2) Payment will never exceed the applicable limit of liability;~~

- ~~(3) The named insured may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.~~
- ~~3. Pair and Set Clause. If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.~~
- ~~4. Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally; provided, however, if the written demand is made by this Company, then the insured shall be reimbursed by this Company for the reasonable cost of the insured's appraiser and the insured's portion of the cost of the umpire.~~
- ~~5. Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.~~

~~6. Company's Options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed, damaged or stolen with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.~~

~~7. Loss Payable Clause. Loss, if any, shall be adjusted with the named insured and shall be payable to him unless another payee is specifically named hereunder. The amount of loss for which this Company may be liable shall be payable 30 days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss as to amount and coverage is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an appraisal award.~~

~~8. Abandonment. There can be no abandonment to this Company of any property.~~

~~9. Mortgage Clause - Coverages A and B only. (This entire clause is void unless the name of the mortgagee [or trustee] is inserted in the Declarations):~~

~~Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee)~~

~~shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. This Company reserves the right to cancel or nonrenew this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation or nonrenewal and shall then cease, and this Company shall have the right, on like notice to terminate this agreement. Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt; or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim. If the insured fails to render proof of loss such mortgagee upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.~~

~~10. No Benefit to Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.~~

~~11. Loss Clause. Loss hereunder shall not reduce the applicable limit of liability under this policy.~~

~~12. Nuclear Clause. The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy, however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.~~

## ~~SECTION II - LIABILITY AND MEDICAL PAYMENTS COVERAGES~~

### ~~COVERAGE E - PERSONAL LIABILITY~~

~~This Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which this insurance applies, caused by an occurrence. This company shall have the right and duty, at its own expense, to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient. This Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.~~

### ~~COVERAGE F - MEDICAL PAYMENTS TO OTHERS~~

~~This Company agrees to pay all reasonable medical expenses, incurred within one year from the date of the accident, to or for each person who sustains bodily injury to which this insurance applies caused by an accident, while such person is:~~

- ~~1. On an insured premises with the permission of any insured; or~~
- ~~2. Elsewhere, if such bodily injury
  - ~~a. Arises out of a condition in the insured premises or the ways immediately adjoining,~~
  - ~~b. Is caused by the activities of any insured, or by a residence employee in the course of his employment by any insured,~~
  - ~~c. Is caused by an animal owned by or in the care of any insured, or~~
  - ~~d. Is sustained by any residence employee and arises out of and in the course of his employment by any insured.~~~~

## ~~SECTION II – EXCLUSIONS~~

~~This policy does not apply:~~

- ~~1. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
    - ~~(1) Any aircraft; or~~
    - ~~(2) Any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the residence premises if the motor vehicle is kept in dead storage on the residence premises; or~~
    - ~~(3) Any recreational motor vehicle owned by any insured, if the bodily injury or property damage occurs away from the residence premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.~~~~~~

~~This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;~~

~~b. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:~~

~~(1) Owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or~~

~~(2) Powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not endorsed hereon, unless the insured reports in writing to this Company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy term.~~

~~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;~~

~~c. To bodily injury or property damage arising out of the rendering of or failing to render professional services;~~

~~d. To bodily injury or property damage arising out of business pursuits of any insured except activities therein which are ordinarily incident to nonbusiness pursuits. Coverage is provided for incidental business activities of any insured for babysitting, caddying, lawn care, newspaper delivery and other similar activities.~~

~~e. To bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by any insured; but this exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured;~~

~~f. To bodily injury or property damage which is either expected or intended from the standpoint of the insured;~~

~~g. To bodily injury or property damage caused directly or indirectly by:~~

~~(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;~~

~~(2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.~~

## ~~2. Under Coverage E – Personal Liability:~~

~~a. To liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with the insured's business;~~

- ~~b. To bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;~~
  - ~~c. To property damage to property owned by the insured;~~
  - ~~d. To property damage to property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;~~
  - ~~e. To sickness, disease or death resulting therefrom of any residence employee unless written claim is made or suit is brought therefor against the insured within 36 months after the end of the policy term;~~
  - ~~f. To bodily injury or property damage with respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.~~
- ~~3. Under Coverage F – Medical Payments to Others:~~

- ~~a. To bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;~~
- ~~b. To bodily injury to:~~

~~(1) Any insured under subdivision 3 of the definition of "insured,"~~

~~(2) Any person, other than a residence employee, regularly residing on any part of the insured premises, or~~

~~(3) Any person while on the insured premises because a business is conducted or professional services are rendered thereon.~~

~~c. To bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of the foregoing.~~

## ~~SECTION II – ADDITIONAL COVERAGES~~

~~1. Damage to Property of Others: This Company will, at its option, either pay for the actual cash value of property damaged or destroyed during the policy period by any insured, or repair or replace such property with other property of like quality and kind, but in no event shall this Company's limit of liability exceed \$250 in any one occurrence.~~

~~This coverage does not apply to damage to or destruction of property:~~

~~a. Caused intentionally by any insured who has attained the age of 13;~~

~~b. Owned by or rented to any insured, any tenant of any insured or any resident of named insured's household;~~

~~c. Arising out of (i) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (ii) business pursuits or professional services or (iii) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft;~~

~~d. If insurance therefor is provided under Section I of this policy.~~

~~2. Personal Liability Claim Expenses: This Company will pay:~~

- ~~a. All expenses incurred by this Company and all costs taxed against the insured in any suit defended by this Company;~~
- ~~b. All premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but this Company shall have no obligation to apply for or furnish any such bonds;~~
- ~~c. All interest on the entire amount of any judgment which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;~~
- ~~d. Reasonable expenses incurred by the insured at this Company's request, including actual loss of earnings (but not loss of other income) and vacation time or other benefit loss not to exceed \$50 per day because of the insured's attendance at hearings or trials at such request.~~

~~Any expenses incurred by this Company under this provision shall not reduce the applicable limit of liability.~~

~~3. First Aid Expenses: In addition to this Company's limit of liability, this Company will pay expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies.~~

~~4. Property in Control of the insured: Such insurance as is afforded under Coverage E-- Personal Liability, applies to property damage to any insured premises and to house furnishings therein if such property damage arises out of fire, explosion, or smoke or~~

~~smudge caused by sudden, unusual and faulty operation of any heating or cooking unit. Exclusion 2 d does not apply to this Additional Coverage.~~

~~5. Construction of New Residence: Such insurance as is afforded under Coverage E – Personal Liability, applies to bodily injury and property damage arising out of any vacant land owned by or rented to any insured on which a one or two family dwelling is being constructed for use by any insured as a residence. Such insurance as is afforded under Coverage F – Medical Payments to Others, applies to bodily injury sustained by any person while on such vacant land with the permission of any insured. This coverage does not apply to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured. Exclusion 1 e does not apply to this Additional Coverage.~~

## ~~SECTION II – CONDITIONS~~

~~1. Limits of Liability. Regardless of the number of:~~

- ~~a. Insureds under this insurance;~~
- ~~b. Persons or organizations who sustain bodily injury or property damage;~~
- ~~c. Claims made or suits brought on account of bodily injury or property damage;~~

~~This Company's liability is limited as follows:~~

~~(1) Coverage E – Personal Liability. The limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability under Coverage E – Personal Liability for all damages as the result of any one occurrence.~~

~~(2) Coverage F – Medical Payments to Others. The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability under Coverage F – Medical Payments to Others for all medical expense for bodily injury to~~

~~any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Coverage F— Medical Payments to Others for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."~~

~~2. Severability of Insurance: The insurance afforded under Section II applies separately to each insured against whom claim is made or suit is brought except with respect to this Company's limit of liability.~~

~~3. Insured's Duties in the Event of Accident, Occurrence, Claim or Suit:~~

~~a. Under Coverage E— Personal Liability and Coverage F— Medical Payments to Others:~~

~~(1) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to this Company or any of its authorized agents as soon as practicable.~~

~~(2) If claim is made or suit is brought against the insured, the insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.~~

~~(3) The insured shall cooperate with this Company and upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist~~

~~in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.~~

~~b. Under Additional Coverages—Damage to Property of Others: When loss occurs, the insured shall give written notice as soon as practicable to this Company or any of its authorized agents and file sworn proof of loss with this Company within 60 days after the occurrence of loss. The insured shall exhibit the damaged property, if within his control, and cooperate with this Company in all matters pertaining to the loss or claims with respect thereto.~~

~~4. Injured Party's Duty in Case of Accident: Under Coverage F—Medical Payments to Others: The injured party or someone on his behalf shall:~~

~~a. Give this Company written proof of claim, under oath if required, as soon as practicable;~~

~~b. Execute authorizations enabling this Company to obtain copies of medical reports and records, and the injured party shall submit to physical examination by a physician selected by this Company at such times and as often as this Company may reasonably require.~~

~~5. Payment of Claim: Coverage F—Medical Payments to Others: This Company may pay the injured person or any person or organization rendering medical services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of any liability by any insured or this Company.~~

~~6. Suit Against This Company:~~

~~a. No suit or action shall lie against this Company, unless:~~

~~(1) As a condition precedent thereto there has been full compliance with all of the provisions and stipulations of this policy, and~~

~~(2) The amount of the insured's obligation to pay has been finally determined:~~

~~(a) By judgment against the insured after actual trial; or~~

~~(b) By written agreement of the insured, the claimant and this Company.~~

~~b. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded under this policy.~~

~~c. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. This Company shall not be impleaded.~~

~~d. Bankruptcy or insolvency of the insured or his estate shall not relieve this Company of its obligations under this policy.~~

#### ~~SECTION I AND SECTION II - CONDITIONS~~

~~1. Policy Term. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy term.~~

~~2. Concealment or Fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.~~

~~3. Liberalization. If this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without~~

~~additional premium charge, such broadened coverage will automatically apply to this policy from the effective date of such revision.~~

~~4. Added Provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.~~

~~5. Waiver Provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.~~

~~6. Termination Provisions. This policy shall be cancelled at any time at the request of the named insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.~~

~~This policy may be cancelled at any time by this Company except when a, b, or c below apply by giving to the named insured a 10 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.~~

~~a. Cancellation for Non-Payment of Premium:~~

~~This policy may be cancelled by this Company at any time during the policy period for failure to pay any premium when due whether such premium is payable directly to this Company or its agent or indirectly under any premium finance plan or extension of~~

~~credit by mailing or delivering to the named insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.~~

~~b. Cancellation of Policies in Force for 90 Days or More and Renewal Policies:~~

~~If this policy:~~

~~(1) Has been in force for 90 days or more; or~~

~~(2) If this is a renewal of a policy issued by this Company, effective immediately;~~

~~it may be cancelled by this Company for one or more of the following reasons and then only by mailing or delivering to the named insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective:~~

~~(a) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(b) Discovery of fraud or material misrepresentation;~~

~~(c) Wilful or reckless acts or omissions increasing the hazard insured against as determined from a physical inspection of the insured premises; or~~

~~(d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.~~

~~c. Non-Renewal of the Policy. The Company agrees that it will not refuse to renew or continue this policy unless a written notice of its intention not to renew or continue is mailed to the insured named in the Declarations, at the address shown in this policy, not less than 30 days prior to the expiration date. Such notice shall not be required:~~

~~(1) If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise manifested such intention in writing to the named insured, or~~

~~(2) If the named insured has notified in writing the insurer or its agent that he wishes the policy to be cancelled, or that he does not wish the policy to be renewed, or if prior to the date of expiration, he fails to accept the offer of the insurer to renew the policy, or~~

~~(3) If the named insured fails to pay the premium as required by the Company for renewal or continuance of this policy.~~

~~If this policy is written for a policy period of less than one year, this Company agrees that it 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 its original effective date.~~

~~The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by this Company shall be equivalent to mailing.~~

~~All other terms and conditions of this policy remain unchanged.~~

~~All notices of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.~~

~~7. Assignment. Assignment of this policy shall not be valid except with the written consent of this Company.~~

~~8. Subrogation. This insurance shall not be invalidated should the named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered herein. If not waived, this Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. Subrogation is not applicable to Coverage F – Medical Payments to Others and Additional Coverages – Damage to Property of Others.~~

~~9. Death of Named Insured. In the event of death of the named insured, the definition of "insured" is modified as follows:~~

~~a. The named insured shall mean:~~

~~(1) The spouse, if a resident of the household at the time of such death; and~~

~~(2) The legal representative, but only with respect to the premises and property of the deceased covered under this policy at the time of such death.~~

~~b. Insured shall also include:~~

~~(1) Any member of the deceased's household who was covered under this policy at the time of such death, but only while a resident of the insured premises; and~~

~~(2) With respect to the property of the named insured, the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.~~

~~10. Continuous Renewal. Subject to the consent of this Company, and subject to the premiums, rules and forms then in effect for this Company, this policy may be continued in force by payment of the required continuation premium for each successive policy term. Such continuation premium must be paid to the Company prior to the expiration of the then current policy term and if not so paid the policy shall terminate.~~

~~With respect to a mortgagee (or trustee) declared under this policy, this insurance will continue in force as to only the interest of the mortgagee (or trustee) for 10 days after written notice of termination to the mortgagee (or trustee), and shall then terminate.~~

~~11. Other Insurance. Except as provided in 11a and 11b below, if a loss covered by the policy is also covered by other insurance, this Company will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.~~

- ~~a. With respect to Section II – Medical Payments to Others, this Other Insurance condition does not apply.~~
- ~~b. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this policy applies, this insurance under Coverage E – Personal Liability, shall be excess insurance over any other valid and collectible insurance available to the insured.~~
- ~~12. Modification of Terms. The terms of this policy which are less favorable than those which are provided for in the statutes and rules and regulations established pursuant thereto of the state wherein this policy is issued are hereby amended to conform to such statutes, rules and/or regulations.~~

#### DEFINITIONS

When used in this policy the following definitions apply:

"Insured" means:

- ~~1. The named insured stated in the Declarations of this policy;~~
- ~~2. If residents of the named insured's household, the spouse, the relatives of either, and any other person under the age of 21 in the care of any insured; and~~
- ~~3. Under Coverage E – Personal Liability and Coverage F – Medical Payments to Others:
  - ~~a. With respect to animals or watercraft to which this insurance applies owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business or without the permission of the owner; and~~~~

~~b. With respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.~~

~~"Insured premises" means:~~

~~1. The residence premises described in the Declarations of this policy, and~~

~~2. Under Section II only:~~

~~a. Any other residence premises specifically named in this policy;~~

~~b. All other premises and private approaches thereto for use of the Named Insured or spouse in connection with the residence premises;~~

~~c. Any residence premises acquired by the named insured or spouse during the term of this policy;~~

~~d. Any premises which are not owned by any insured but where an insured may be temporarily residing;~~

~~e. Vacant land, other than farm land, owned by or rented to any insured; and~~

~~f. Individual or family cemetery plots or burial vaults.~~

~~"Residence premises" means:~~

~~1. A one or two family dwelling building, appurtenant structures, grounds and private approaches thereto; or~~

~~2. That portion of any other building occupied as a residence; provided that such premises are used as a private residence by the named insured or his spouse but excluding any portion of the premises used for business purposes.~~

~~"Business" means~~

- ~~1. A trade, profession or occupation, including farming, and the use of any premises or portion of the residence premises for any such purposes; and~~
- ~~2. The rental or holding for rental of the whole or any portion of the premises by any insured;~~

~~But business shall not include:~~

- ~~a. The occasional rental or holding for rental of the residence premises for dwelling purposes;~~
- ~~b. The rental or holding for rental of a portion of the residence premises for dwelling purposes unless for the accommodation of three or more roomers or boarders;~~
- ~~c. The rental or holding for rental of a portion of the residence premises for private garage purposes; or~~
- ~~d. The rental or holding for rental of a portion of the residence premises as an office, school or studio.~~

~~"Aircraft" means any machine or device capable of atmospheric flight except model airplanes.~~

~~The following definitions apply only to coverage afforded under Section II of this policy:~~

~~"Bodily injury" means bodily injury, sickness or disease, including care, loss of services and death resulting therefrom.~~

~~"Medical expenses" means expenses for necessary medical, surgical, x-ray, dental services, including prosthetic devices, ambulance, hospital, professional nursing and funeral services.~~

~~"Motor vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home~~

~~trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.~~

~~"Property damage" means injury to or destruction of tangible property, including loss of use thereof.~~

~~"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury or property damage.~~

~~"Recreational motor vehicle" means (i) a golf cart or snowmobile or (ii) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.~~

~~"Residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business.~~

## Chapter 341

### Rules Governing Standards for the Content of Dwelling Property Insurance Policies

#### **14VAC5-341-10. Scope and applicability.**

A. This chapter sets forth the standards of content for policies of dwelling property insurance covering owner-occupied dwellings, including condominium units. This chapter applies to insurers licensed to do business in Virginia and issuing policies of dwelling property insurance pursuant to the provisions of Chapter 21 (§ 38.2-2100 et seq.) of Title 38.2 of the Code of Virginia.

B. Compliance with this chapter is required for policies delivered or issued for delivery in Virginia with effective dates on and after July 1, 2023. Insurers and rate service organizations shall submit filings for compliance with this chapter no later than December 31, 2022.

C. No insurer shall represent to a prospective purchaser or a policyholder that a dwelling property policy subject to the provisions of this chapter is a homeowners policy as defined in § 38.2-130 of the Code of Virginia.

D. This chapter does not apply to policies that:

1. Are lender-placed;

2. Insure owner-occupied farms;

3. Insure manufactured homes as defined in § 46.2-100 of the Code of Virginia, except for policies insuring manufactured homes as defined in § 46.2-653.1 of the Code of Virginia;

4. Are issued pursuant to Chapter 27 (§ 38.2-2700 et seq.) of Title 38.2 of the Code of Virginia;

5. Are issued pursuant to Chapter 48 (§ 38.2-4800 et seq.) of Title 38.2 of the Code of Virginia; or

6. Primarily insure the personal property of renters.

E. Insurers shall file with the Commission all policies or endorsements for approval before use.

F. Policies and endorsements shall not be less favorable than the provisions set forth in this chapter. Insurers may provide broader and more favorable coverages, terms, and conditions than those set forth in this chapter. Insurers may use any policy language that is not less favorable to the insured and complies with provisions of this chapter.

**14VAC5-341-20. Severability.**

If a provision of this chapter or its application to a person or circumstance is for any reason held to be invalid by a court, the remainder of this chapter and the application of the provisions to other persons or circumstances shall not be affected.

**14VAC5-341-30. Definitions.**

The following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

"Actual cash value" means the amount equal to the replacement cost minus depreciation of damaged or stolen property at the time of the loss.

"Aircraft" means a machine or device capable of atmospheric flight, including hobby or model aircraft, drones, self-propelled missiles, and spacecraft.

"Business" means a trade, profession, or occupation whether full-time, part-time, or occasional activity, including (i) farming, (ii) the rental of the whole or a part of the residence premises by an insured, (iii) the business use of part of the residence premises, or (iv) home-sharing.

"Business" shall not include:

1. The occasional rental of the whole or a part of the residence premises for dwelling purposes;
2. The rental or holding for rental of a part of the residence premises for no more than two roomers or boarders for use as a primary residence;
3. The rental of a part of the residence premises as a private garage;
4. The rental of a part of the residence premises as an office, school, or studio; or
5. The insured's use of the residence premises for remote work under an agreement with the insured's employer.

"Condominium unit" means a dwelling as defined in § 55.1-1900 of the Code of Virginia.

"Dwelling" means any residential structure specifically named in the policy.

"Farms or farming" means the use of land and buildings primarily for agricultural purposes with the objective of raising animals to produce food for sale or distribution to the public and growing crops for sale or distribution to the public.

"Fixtures" means permanently installed components of the dwelling or other structures including wells; plumbing systems; pumps; air conditioning equipment, systems, and parts; heating equipment, systems, and parts; hot water heaters; lighting systems; or built-in appliances and other components where removal would deface or damage the dwelling.

"Functional replacement cost" means the cost to repair or replace the damaged dwelling or other structures with less costly common construction materials and methods that are functionally equivalent to materials and methods used in the original construction.

"Home-sharing" means rental or offering for rental of the residence premises or a part of the residence premises for lodging purposes made available through an online-enabled application, website or digital network. Home-sharing is not occasional rental as defined in this section. An individual occupying the residence premises through home-sharing is not a roomer, boarder, tenant, or guest.

"Hovercraft" means a self-propelled air cushioned vehicle that can travel over land and water.

"Insured" means (i) any person named as an insured in the policy, (ii) if residents of the named insured's household, the named insured's spouse if not a named insured, and relatives of either, and (iii) other persons under the age of 21 in the care of an insured.

"Motor vehicle" means a vehicle that is self-propelled or designed for self-propulsion and is designed or licensed for use on public roads.

"Occasional rental" means: (i) rental of the residence premises or a part of the residence premises for up to seven days, whether consecutive or random, in any policy term, (ii) rental of

the residence premises that generates revenue of up to \$2,500, or (iii) a combination of (i) and (ii) of this definition. Occasional rental does not include home-sharing as defined in this section.

"Pollutant" means solid, liquid, gaseous, thermal, or radioactive irritants or contaminants, including acids, alkalis, chemicals, fumes, vapors, and waste.

"Recreational motor vehicle" means a motor vehicle designed for recreational use off public roads and not subject to motor vehicle registration.

"Replacement cost" means the cost to repair or replace the damaged or stolen property with material of like kind and quality without deduction for depreciation.

"Residence employee" means an employee of an insured who provides maintenance or domestic services for the residence premises.

"Residence premises" means the dwelling, other structures, and grounds at the location named in the policy.

"Theft" means an act of stealing or attempt to steal, including loss of property from a known place under circumstances when a probability of theft exists.

"Vacant" means a dwelling (i) that has not been occupied as a residence for more than 30 consecutive days immediately before a loss and (ii) where most of the named insured's personal property has been removed such that the dwelling is not functional as a customary place of residence. A dwelling is not occupied if the dwelling is being used without the permission of an insured. A dwelling under construction or being remodeled, repaired, or renovated is not vacant.

"Vandalism or malicious mischief" means the willful and malicious damage to or destruction of the property excluding loss by pilferage, theft, burglary, or larceny.

**14VAC5-341-40. Mandatory property coverages.**

A. Insurers shall provide coverage for the dwelling on the residence premises including fixtures.

1. Insurers shall also provide coverage for materials and supplies while located on the residence premises and intended for use in construction, alteration, or repair of the dwelling or other structures.

2. For a dwelling that is a condominium unit, insurers shall provide a limit of liability of at least \$5,000 for the dwelling and fixtures that are the responsibility of the condominium unit owner.

B. Insurers shall provide coverage for other structures and the fixtures of other structures on the residence premises.

1. Insurers shall provide a limit of liability of at least 10% of the dwelling limit of liability.

2. Insurers may exclude coverage for other structures that are used for business or rented or held for rental unless the structure is (i) rented to roomers, boarders, or tenants of the dwelling or (ii) rented for use solely as a private garage.

3. For condominium units, insurers shall provide coverage for other structures and fixtures of other structures that are the responsibility of the condominium unit owner.

C. Insurers shall provide coverage for (i) breakage of glass or safety glazing material that is part of a dwelling or other structure and (ii) damage to covered property by glass that is part of a dwelling or other structure. This coverage does not increase the limit of liability that applies to the damaged covered property. Insurers may exclude loss if the dwelling was vacant.

D. Insurers shall provide coverage for the expenses incurred for the removal of debris of covered property damaged by a covered cause of loss and the expense for the removal of fallen

trees that damage covered property. Expenses for debris removal are included within the limit of liability applicable to the damaged property.

E. Insurers shall provide coverage for contractual fire department service charges and volunteer fire department service charges as follows:

1. Contractual fire department service charges where the fire department is called to save or protect insured property from a covered cause of loss. Insurers may limit this coverage to a residence premises not located within the limits of a city, municipality, or fire protection district furnishing fire department services.

2. Fire department service charges made by volunteer fire departments pursuant to § 38.2-2130 of the Code of Virginia.

3. Insurers shall provide at least \$250 of coverage for each type of fire department service charges.

4. Insurers may not apply a deductible to the coverages in subdivisions 1 and 2 of this subsection.

F. Insurers shall offer ordinance or law coverage, subject to the exclusions or limitations within this chapter, pursuant to § 38.2-2124 of the Code of Virginia at the dwelling limit of liability within the policy or as an endorsement. This limit of liability is in addition to the limit of liability applicable to the dwelling. Insurers may make other limits of liability available for insureds to purchase. When ordinance or law coverage is provided within the policy or as an endorsement, subdivision C 1 c of 14VAC-5-341-60 does not apply.

G. Insurers shall provide coverage of at least 10% of the dwelling limit of liability for the increase in necessary living expenses when the dwelling is uninhabitable due to a covered cause of loss. Insurers shall provide coverage of at least 20% of the household and personal property limit of liability for condominium units.

1. Insurers shall provide this coverage for the time reasonably required to return the dwelling to a habitable condition or for the insured's household to become settled in any permanent quarters.

2. Insurers shall provide additional living expense coverage for at least two weeks while a civil authority limits access to the residence premises as a result of damage to neighboring premises by a covered cause of loss.

3. Insurers may exclude living expenses that do not continue.

4. This coverage is not limited by the expiration date of the policy.

H. Insurers shall provide coverage of at least 10% of the dwelling limit of liability for the fair rental value of a part of the dwelling or other structures. Insurers shall provide coverage of at least 20% of the household and personal property limit of liability for condominium units.

1. Insurers shall provide this coverage for the time reasonably required to restore the dwelling or other structures to a tenantable condition following damage caused by a covered cause of loss.

2. Insurers shall provide fair rental value coverage for at least two weeks while a civil authority limits access to the residence premises as a result of damage to neighboring premises by a covered cause of loss.

3. Insurers may exclude expenses that do not continue.

4. Insurers may exclude coverage for loss or expense due to cancellation of a lease or agreement.

5. This coverage is not limited by the expiration date of the policy.

6. Insurers may not apply a deductible to this coverage.

I. Insurers shall provide coverage for damage to trees, shrubs, plants, or lawns caused by fire, lightning, explosion, riot, civil commotion, aircraft, or vehicles not owned or operated by a resident of the residence premises. When expanded or open causes of loss are provided by the policy, insurers shall also include coverage for damage to trees, shrubs, plants, or lawns caused by vandalism and malicious mischief, and actual or attempted burglary.

1. Insurers shall provide a limit of liability for this coverage of at least 5.0% of the dwelling limit of liability.

2. Insurers may limit the amount of coverage to no more than \$250 for each tree, shrub, or plant on the residence premises. The limit of coverage includes debris removal coverage when the tree, plant, or shrub does not cause damage to covered property.

J. Insurers shall provide coverage for loss or damage to property while removed or being removed from the residence premises because the property is endangered by a covered cause of loss.

1. Coverage is provided for damage from any cause subject to the exclusions and limitations permitted in this chapter.

2. Insurers shall provide this coverage for at least 30 days for each removal.

3. This coverage is not limited by the expiration date of the policy.

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

K. Insurers shall provide coverage for the cost of making reasonable repairs to protect covered property from further damage when the repairs are directly attributable to damage caused by a covered cause of loss. The repairs are included as part of the amount of the loss.

L. If expanded or open causes of loss are provided by the policy, insurers shall pay the cost incurred to tear out and replace the part of the dwelling or other structure necessary to gain access to the system or appliance from which the water or steam escaped if a loss to the dwelling or other structures is caused by water or steam escaping from a system or appliance. Insurers may exclude loss to the system or appliance from which the water or steam escapes.

M. Insurers shall provide coverage for direct physical loss to the dwelling, other structures, and household and personal property involving collapse of a dwelling or other structure or any part of a dwelling or other structure:

1. Caused by one or more of the following:

a. The causes of loss in subsection C of 14VAC5-341-60;

b. Hidden decay;

c. Hidden insect or vermin damage;

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

e. Weight of rain that collects on a roof; or

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

2. Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, or dock is not included under subdivisions 1 b through 1 f of this subsection unless the loss is a direct result of the collapse of a building.

3. Collapse does not include settling, cracking, shrinking, bulging, or expansion.

4. This coverage does not increase the limit of liability applicable to the damaged covered property.

5. Insurers may exclude collapse when providing only basic causes of loss set forth in subsection B of 14VAC5-341-60.

**14VAC5-341-50. Optional coverage for household and personal property.**

A. Insurers may offer coverage for household and personal property. If offered:

1. Insurers shall provide coverage for household and personal property on the residence premises that is owned or used by an insured.

2. At the request of the named insured at the time of loss, insurers shall provide coverage for household and personal property owned by a:

a. Guest while the property is on the residence premises or

b. Residence employee while the property is on the residence premises.

B. Insurers shall provide coverage for the insured's property (i) on the residence premises during an occasional rental or (ii) on the part of the residence premises occupied by roomers, boarders, or tenants.

C. Insurers shall provide coverage for household and personal property while it is being moved to the insured's new principal residence within the United States. Insurers shall provide coverage for property while it is being moved for 30 days from the date that moving the property begins. The household and personal property limit of liability applies to property being moved to another location. If the move began during the policy term, coverage may not be limited by the expiration of the policy.

D. Insurers shall provide coverage for the following types of household and personal property at limits of at least the following:

1. \$500 total per loss on cemetery property on or off the residence premises including monuments, headstones, grave markers, and urns.

2. \$100 total per loss on coin collections, medals, gold, platinum, and silver, except goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.

3. \$500 total per loss on passports, tickets, or stamp collections.

4. \$1,000 total per loss on watercraft, trailers used with watercraft, and watercraft furnishings, equipment, and outboard motors. This limit does not apply to rowboats or canoes.

5. \$500 on trailers, semi-trailers, and campers not otherwise covered in this chapter.

**14VAC5-341-60. Causes of loss.**

A. Insurers shall provide, at a minimum, the basic causes of loss in subsection B of this section. If an insurer provides expanded causes of loss, the causes of loss may be no less favorable than the causes of loss in subsections B and C of this section. If an insurer provides open causes of loss, the causes of loss may be no less favorable than the causes of loss in subsection D of this section. The same causes of loss shall apply to the dwelling and other structures. Insurers may offer basic, expanded, or open causes of loss for household and personal property.

B. When providing basic causes of loss, insurers shall provide coverage for direct loss caused by the following:

1. Fire or lightning.

2. Windstorm or hail. Insurers may exclude loss to:

a. The interior of the dwelling or other structure or the household and personal property within caused by rain, snow, sand, or dust unless the rain, snow, sand, or dust enters through an opening caused by the force of wind or hail;

- b. Windmills, wind pumps or towers; crop silos or contents; or metal smokestacks;
  - c. Grain, hay, straw, or other crops, when outside;
  - d. Overhead structures, including supports and screening, constructed principally of cloth, metal, fiberglass, or plastic erected to provide protection from the elements;
  - e. Signs;
  - f. Satellite dishes; radio or television antennas, including lead-in wiring, masts, or towers;
  - g. Fences; seawalls or property line and other free-standing walls;
  - h. Greenhouses, hothouses, slathouses, trellises, pergolas, cabanas, or outdoor equipment pertaining to the service of the residence premises;
  - i. Wharves, docks, piers, boathouses, bulkheads, or other structures located over or partially over water and the household and personal property on or within;
  - j. Property damaged by water from sprinklered equipment or from other piping, unless the equipment or piping was damaged as a direct result of wind or hail; or
  - k. Watercraft while not inside a fully enclosed building. This provision does not apply to rowboats or canoes.
3. Explosion.
4. Riot or civil commotion.
5. Aircraft.
6. Vehicles.
7. Sudden or accidental damage from smoke or soot, other than smoke from agricultural smudging or industrial operations.

C. Insurers may offer the following expanded causes of loss. If provided, coverage shall be for direct loss to the covered property from the causes of loss listed in subsection B of this section and the following causes of loss:

1. Vandalism, malicious mischief, and burglary. Insurers may exclude loss if the dwelling was vacant. If a covered cause of loss ensues, insurers shall provide coverage for the ensuing loss.

2. Falling objects. Insurers may exclude loss to:

a. Property within the dwelling or other structure that is caused by a falling object unless the falling object first damages the exterior of the roof or walls of the dwelling or other structure; or

b. The falling object itself.

3. Weight of ice, snow, or sleet that damages the (i) dwelling, (ii) other structure, or (iii) household and personal property contained in a dwelling or other structure if the weight of ice, snow, or sleet first damages the dwelling or other structure. Insurers may exclude loss to:

a. Awnings and their supports; or

b. Fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves, or docks.

4. Sudden and accidental tearing apart, cracking, burning, or bulging of a steam or hot water heating system, or of an appliance for heating water, but excluding loss caused by or resulting from freezing.

5. Freezing of plumbing, heating, or air conditioning systems, and domestic appliances. Insurers may exclude loss caused by or resulting from freezing while a dwelling is under

construction, vacant, or unoccupied for a period in excess of four consecutive days unless the insured has (i) exercised due diligence in maintaining heat in the dwelling or other structure or (ii) drained the systems and appliances and shut off the water supply.

6. Accidental discharge, leakage, or overflow of water or steam from within a plumbing, heating, or air conditioning system, or domestic appliance. This does not include loss caused by or resulting from freezing.

7. Sudden and accidental injury from electrical currents artificially generated to electrical appliances, devices, fixtures, and wiring.

D. Insurers may offer open causes of loss. If provided, insurers shall provide coverage for direct loss to the dwelling and other structures and may exclude direct loss caused by any of the following:

1. Wear and tear; marring or scratching; deterioration; inherent vice; latent defect; mechanical breakdown; rust, mold, wet or dry rot; pollutants, smog, smoke from agricultural smudging or industrial operations; settling, cracking, shrinkage, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs, or ceilings; birds, vermin, rodents, insects, or animals owned or kept by an insured. If a covered cause of loss ensues, insurers shall provide coverage for the ensuing loss.

2. Vandalism and malicious mischief, burglary, or glass breakage if the dwelling was vacant. If a covered cause of loss ensues, insurers shall provide coverage for the ensuing loss.

3. Continuous or repeated seepage or leakage of water or steam over a period of weeks, months, or years. This exclusion does not apply to household and personal property.

4. Windstorm, hail, ice, snow, or sleet to any of the following property:

- a. Overhead structures, including supports and screening, constructed principally of cloth, metal, fiberglass, or plastic, erected to provide protection from the elements;
  - b. Outdoor radio or television antennas including the lead-in wiring, masts, or towers;
  - c. Fences;
  - d. Seawalls; or property line and other free-standing walls;
  - e. Greenhouses, hothouses, slathouses, trellises, pergolas, or cabanas;
  - f. Outdoor equipment pertaining to the service of the residence premises; or
  - g. Wharves, docks, piers, boathouses, bulkheads, or other structures located over or partially over water and the household and personal property on or within.
5. Theft of property that is not an integral part of the dwelling or other structures at the time of loss or from a dwelling or other structure that is under construction.
6. Collapse, except as required by subsection M of 14VAC5-341-40.

**14VAC5-341-70. Permitted exclusions.**

A. For all causes of loss, insurers may exclude loss caused directly or indirectly by any of the following:

- 1. Water, as follows:
  - a. Flood, ground surface water, waves, seiche, tidal water or tidal waves, overflow of a body of water, or spray from any of these;
  - b. Water that backs up through sewers or drains;
  - c. Water that overflows or is discharged from a sump pump or other type of system designed to remove subsurface water that is drained from the foundation area;

- d. Water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through (i) sidewalks; (ii) driveways; (iii) foundations; (iv) swimming pools; (v) walls; (vi) basements or floors; or (vii) doors, windows, or other openings; or
- e. Material carried or moved by water referred to in subdivisions 1 a through 1 c of this subsection.
- f. The exclusions for water loss in subdivisions 1 a through 1 e of this subsection do not apply to an ensuing loss caused by fire or explosion.
2. Earth movement, natural or man-made, including earthquake, volcanic eruption, landslide, mudflow, or other earth movement caused by sinking, rising, shifting, or expansion. Insurers shall provide coverage for an ensuing loss caused by fire, explosion, or breakage of glass that is a part of the dwelling or other structures.
3. Enforcement of ordinances or laws regulating the construction, repair, or demolition of dwellings or other structures. Insurers shall provide coverage when an ordinance or law requires the use of safety glass in replacement of damaged glass that is a part of the dwelling or other structures.
4. Interruption of power or other utility service furnished to the residence premises if the interruption takes place away from the residence premises. Insurers shall provide coverage for the ensuing loss if a covered cause of loss ensues on the residence premises because of the power interruption.
5. Enemy attack by armed forces including action taken by military, naval, or air forces in resisting an actual or immediately impending enemy attack, including invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against the event; order of

civil authority except acts of destruction at the time of and for preventing the spread of fire, provided that the fire did not originate from an excluded cause of loss.

6. Nuclear reaction, nuclear radiation, or radioactive contamination as set forth in § 38.2-2102 of the Code of Virginia.

7. Freezing, thawing, or by the pressure of ice, snow, or water to fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves, or docks.

8. The exclusions in subdivisions 1 through 7 of this subsection apply if one or more of the following concurrently contribute to the loss:

a. Weather conditions;

b. Acts or decisions including the failure to act or decide of a person, group, organization, or governmental body;

c. Faulty, inadequate, or defective:

(1) Planning, zoning, development, surveying, or siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

(3) Materials used in repair, construction, renovation, or remodeling; or

(4) Maintenance.

B. Insurers may exclude direct loss caused by:

1. An intentional act by a person insured under the policy that was directed or committed by that person, but only with respect to that person.

2. Neglect of the insured to use all reasonable means to protect the property during and after a loss.

C. Insurers may exclude coverage for the following types of property:

1. Accounts, bills, currency including virtual or digital, deeds, evidences of debt, money, scrip, stored value cards, smart cards, securities, bullion, manuscripts; letters of credit, bank notes, or notes other than bank notes;
2. Aircraft and parts except insurers shall provide coverage for (i) drones without cameras and drones that are not capable of carrying people or cargo; or (ii) hobby aircraft or model aircraft that is not capable of carrying people or cargo;
3. Animals, birds, or fish;
4. Business property;
5. Electronic equipment that is permanently installed in a motor vehicle;
6. Tapes, wires, records, discs, or other media used with electronic equipment in a motor vehicle while the property is in or on a motor vehicle.
7. Motor vehicles, motorized bicycles, and hovercraft except (i) vehicles used to service the residence premises, (ii) utility trailers that are not licensed for road use, and (iii) electric mobility devices designed to assist an individual that has a disability;
8. Property of (i) tenants and (ii) roomers and boarders not related to the insured;
9. Property rented to others, except as provided in subsection B of 14VAC5-341-50;
10. Property that is unlawful to own or possess under state or federal law; or
11. Property that is separately described and specifically insured by this insurance or other insurance.

**14VAC5-341-80. Loss settlement provisions.**

A. Insurers shall include loss settlement provisions in accordance with this section.

B. When providing only basic causes of loss for the dwelling and other structures, insurers may provide loss settlement on an actual cash value basis. When providing actual cash value loss settlement, insurers shall apply actual cash value loss settlement as follows:

1. Subject to the limit of liability, insurers may pay the smaller of the following amounts:

a. Cost to repair or replace with like kind and quality; or

b. Actual cash value of the damaged property.

2. Insurers may apply actual cash value loss settlement to:

a. Household and personal property;

b. Outdoor radio and television antennas; satellite dishes;

c. Awnings; or

d. Property described under subsections A and B of 14VAC5-341-40, and permanently installed flooring (including wall-to-wall carpeting) when providing only basic causes of loss set forth in subsection B of 14VAC5-341-60.

C. If the loss settlement provision in subsection B of this section does not apply, insurers shall apply replacement cost less settlement as follows:

1. Insurers shall apply replacement cost loss settlement to the dwelling and other structures, including permanently installed flooring. Wall-to-wall carpeting is permanently installed flooring.

2. Insurers may limit replacement cost settlement to the following:

a. The limit of liability applicable to the dwelling or other structures;

b. The replacement cost of the dwelling or other structures or a part of the dwelling or other structures on the residence premises and intended for the same occupancy and use; or

- c. The amount spent in repairing or replacing the dwelling or other structures or a part of the dwelling or other structures and intended for the same occupancy and use.
3. The insured may assert a claim for the actual cash value of the dwelling or other structures without prejudicing the insured's right to make further claim for the difference between the actual cash value and the replacement cost in accordance with § 38.2-2119 B of the Code of Virginia. The claim for the difference must be made within six months of (i) the last date on which the insured received a payment for actual cash value or (ii) date of entry of a final order of a court of competent jurisdiction declaratory of the right of the insured to full replacement cost, whichever shall last occur.
4. When the repair or replacement cost is \$2,500 or less, insurers shall be liable for the full cost of repair or replacement before the repair or replacement has been completed.
5. Insurers may apply an insurance-to-value ratio for replacement cost loss settlement as follows:
- a. Insurers may require an insurance-to-value ratio of no more than 80% before full replacement cost loss settlement applies.
  - b. If the insurance-to-value ratio is less than 80% for the damaged dwelling or other structure, an insurer may limit its liability for loss to the larger of the following:
    - (1) The actual cash value of that part of the dwelling or other structures; or
    - (2) That proportion of the full cost of repair or replacement without deduction for depreciation of that part of the dwelling or other structure damaged or destroyed that the whole amount of insurance applicable to the dwelling or other structure for the cause of loss bears to 80% of the full replacement cost of the dwelling or other structure.

c. In calculating the 80% insurance-to-value ratio, insurers shall disregard the cost of (i) excavations; (ii) underground flues and pipes; (iii) underground wiring and drains; and (iv) brick, stone and concrete foundations, piers, and other supports that are below the under surface of the lowest basement floor, or where there is no basement that are below the surface of the ground inside the foundation walls.

6. Insurers may provide replacement cost loss settlement on household and personal property as authorized by § 38.2-2119 B of the Code of Virginia.

D. Insurers may offer functional replacement cost loss settlement for the property described in subsections A and B of 14VAC5-341-40, under the conditions outlined in this subsection.

1. Functional replacement cost is only permitted at the option of the insured.

2. Insurers may not apply functional replacement cost loss settlement to property that qualifies for an amount of insurance equal to 80% or more of the full replacement cost of the dwelling or other structure.

3. Insurers shall provide the notice required by § 38.2-2119 C of the Code of Virginia.

4. Insurers may limit functional replacement cost loss settlement to the following:

a. The limit of liability applicable to the dwelling or other structures;

b. The amount necessary to repair or replace the damaged property with functionally equivalent property at a lower cost than would be required to replace the damaged property with material of like kind and quality; or

c. The amount spent in repairing or replacing the dwelling or other structure or part of the dwelling or other structure intended for the same occupancy and use.

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

F. Insurers shall adjust losses with the named insured and shall pay the named insured unless another payee is specifically named.

G. Insurers shall restore the limits of liability after a loss is paid.

H. Insurers may apply a property deductible unless prohibited or otherwise limited in this chapter. Insurers may apply a special property deductible for the following causes of loss (i) wind, (ii) hail, or (iii) theft. No more than one deductible may be applied to a loss. The amount of any property deductible may not exceed 10% of the dwelling limit of coverage.

I. Insurers may (i) take all or part of the damaged property at the agreed or appraised value or (ii) repair, rebuild, or replace the damaged property with other of like kind and quality within a reasonable time. Within 30 days after receiving the insured's proof of loss, the insurer shall provide notice to the insured of the insurer's decision to (i) take the property at the agreed or appraised value or (ii) repair, rebuild, or replace the damaged property.

**14VAC5-341-90. Policy conditions.**

A. Insurers shall include the following statutory conditions:

1. The nuclear clause set forth in § 38.2-2102 of the Code of Virginia;

2. The conditions set forth § 38.2-2104 of the Code of Virginia:

a. Assignment of the policy.

b. The time that coverage begins and ends.

3. The conditions set forth in § 38.2-2105 of the Code of Virginia:

a. Abandonment.

b. Appraisal.

c. Mortgagees interests and obligations.

d. Pro rata liability.

e. Requirements in case loss occurs.

f. Suit.

g. When loss payable.

B. Insurers shall include the following conditions:

1. If an insurer adopts revisions of the forms or endorsements that would broaden coverage currently provided without additional premium charge, the insurer shall automatically apply the broadened coverage from the effective date of the revisions.

2. If a named insured dies, insurers shall modify the definition of insured as follows:

a. The named insured includes:

(1) The spouse, if not already a named insured and if a resident of the household at the time of the death; and

(2) The legal representative with respect to the residence premises and property of the deceased insured at the time of the death.

b. Insured also includes:

(1) Members of the deceased's household who were insured at the time of the named insured's death, but only while residents of the residence premises; and

(2) Persons having proper temporary custody of the insured property until the appointment and qualification of the legal representative.

3. Insurers may not invalidate the policy if the insured waives, in writing, before a loss any right of recovery against a party for loss occurring on the residence premises. If not waived, the insurer may require from the insured an assignment of all right of recovery against a party for loss to the extent that the insurer made payment.

4. Terms or conditions in the policy that are less favorable than those provided for in this chapter or the applicable statutes are construed to conform to this chapter and those statutes.

5. Insurers shall include the relevant termination provisions in §§ 38.2-2113 and 38.2-2114 of the Code of Virginia in the policy. In addition, the following apply:

a. Return premium calculations resulting from an insurer-initiated termination shall be pro rata.

b. Terminations for non-payment of premium shall be calculated pro rata.

c. Return premium calculations resulting from an insured-initiated termination may be short rate except the penalty may not be more than 10% of the pro rata premium for the expired time.

d. Insurers may not refuse to renew the policy except in accordance with the provisions of §§ 38.2-2113 and 38.2-2114 of the Code of Virginia.

C. Insurers may include any of the following conditions. Insurers may:

1. Restrict the application of the policy to loss during the policy term.

2. Void the entire policy (i) if, whether before or after the loss, an insured has willfully concealed or misrepresented any material fact or circumstance concerning the insurance or the interest of the insured in the insurance or (ii) in the case of fraud or false swearing by the insured relating to the insurance.

3. Require the insured to notify the police if loss is by theft.

4. Require that coverage under the policy is excess over a service agreement, home warranty, or similar service warranty.

5. Require that a bailee for hire may not benefit under the policy.

6. Elect to waive a policy provision. Any waiver of a policy provision by the insurer must be in writing.

7. Exclude coverage, refuse to pay claims, or refuse to provide benefits under a policy if those actions would expose the insurer to a violation of applicable trade or economic sanctions, laws, or regulations, including those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control.

## Chapter 342

### Rules Governing Standards for the Content of Homeowners Insurance Policies

#### **14VAC5-342-10. Scope and applicability.**

A. This chapter sets forth the standards of content for policies of homeowners insurance, including policies insuring owner-occupied condominium units. This chapter applies to insurers licensed to do business in Virginia and issuing policies of homeowners insurance and condominium unit owners insurance pursuant to Chapter 21 (§ 38.2-2100 et seq.) of Title 38.2 of the Code of Virginia.

B. Compliance with this chapter is required for policies delivered or issued for delivery in Virginia with effective dates on and after July 1, 2023. Insurers and rate service organizations shall submit filings for compliance with this chapter no later than December 31, 2022.

C. Pursuant to § 38.2-130 of the Code of Virginia, homeowners insurance policies are indivisible package policies that insure owner-occupied dwellings.

D. This chapter does not apply to policies that:

1. Are lender-placed;

2. Insure owner-occupied farms;

3 Insure manufactured homes as defined in § 46.2-100 of the Code of Virginia, except for policies insuring manufactured homes as defined in § 46.2-653.1 of the Code of Virginia;

4. Primarily insure the personal property of renters;

5. Are issued pursuant to Chapter 27 (§ 38.2-2700 et seq.) of Title 38.2 of the Code of Virginia; or

6. Are issued pursuant to Chapter 48 (§ 38.2-4800 et seq.) of Title 38.2 of the Code of Virginia.

E. Insurers shall file with the Commission all policies and endorsements for approval before use.

F. Policies and endorsements shall not be less favorable than the provisions set forth in this chapter. Insurers may provide broader and more favorable coverages, terms and conditions than those set forth in this chapter. Insurers may use any policy language that is not less favorable to the insured and complies with provisions of this chapter.

**14VAC5-342-20. Severability.**

If a provision of this chapter or its application to a person or circumstance is for any reason held to be invalid by a court, the remainder of this chapter and the application of the provisions to other persons or circumstances shall not be affected.

**14VAC5-342-30. Definitions.**

The following words and terms when used in this chapter shall have the following meanings unless the context indicates otherwise:

"Actual cash value" means the amount equal to the replacement cost minus depreciation of damaged or stolen property at the time of the loss.

"Aircraft" means a machine or device capable of atmospheric flight, including hobby or model aircraft, drones, self-propelled missiles, and spacecraft.

"Bodily injury" means bodily harm, sickness, or disease, including care, loss of services, and resulting death.

"Business" means a trade, profession, or occupation whether full-time, part-time, or occasional activity, including (i) farming, (ii) the rental of the whole or a part of the residence premises by an insured, (iii) the business use of a part of the insured premises, or (iv) home-sharing.

"Business" shall not include:

1. The occasional rental of the whole or a part of the residence premises for dwelling purposes;
2. The rental or holding for rental of a part of the residence premises for no more than two roomers or boarders for use as a primary residence;
3. The rental of a part of the residence premises as a private garage;
4. The rental of a part of the residence premises as an office, school, or studio; or
5. The insured's use of the residence premises for-remote work under an agreement with the insured's employer.

"Condominium unit" means a dwelling as defined in § 55.1-1900 of the Code of Virginia.

"Covered watercraft" means a (i) sailing vessel with or without auxiliary power that is less than 26 feet in length; (ii) a vessel that is powered by an engine with less than 26 horsepower; and (iii) rowboats and canoes.

"Dwelling" means any residential structure specifically named in the policy.

"Farms or farming" means the use of land and buildings primarily for agricultural purposes with the objective of raising animals to produce food for sale or distribution to the public and growing crops for sale or distribution to the public.

"Fixtures" means permanently installed components of the dwelling or other structures including wells; plumbing systems; pumps; air conditioning equipment, systems, and parts; heating equipment, systems, and parts; hot water heaters; lighting systems; or built-in appliances and other components where removal would deface or damage the dwelling.

"Functional replacement cost" means the cost to repair or replace the damaged dwelling or other structures with less costly common construction materials and methods that are functionally equivalent to materials and methods used in the original construction.

"Home-sharing" means rental or offering for rental the residence premises or a part of the residence premises for lodging purposes made available through an online-enabled application, website or digital network. Home-sharing is not occasional rental as defined in this section. An individual occupying the residence premises through home-sharing is not a roomer, boarder, tenant, or guest.

"Hovercraft" means a self-propelled air cushioned vehicle that can travel over land and water.

"Insured" means:

1. Any person named as an insured in the policy, and if residents of the named insured's household, the named insured's spouse if not a named insured, and the relatives of either;
2. Other persons under the age of 21 in the care of an insured; and
3. Under personal liability and medical payments coverage:

a. A person having custody or possession of an insured's pet, unless the custody or possession is in the course of the person's business or without the insured's permission;

b. A person using or having custody or possession of an insured's covered watercraft unless the use, custody or possession is in the course of the person's business or without the insured's permission; and

c. Residence employees while engaged in the duties of their employment with respect to a motor vehicle, recreational motor vehicle, hovercraft, or covered watercraft insured under the policy.

"Insured premises" means:

1. Under property coverage, any residence premises specifically named in the policy; and

2. Under personal liability and medical payments coverages:

a. Any residence premises specifically named in the policy;

b. Any premises not owned by an insured except where an insured is temporarily residing;

c. A residence premises acquired by the named insured or named insured's spouse during the policy term;

d. Individual or family cemetery plots or burial vaults owned by the named insured;

e. Unimproved land, other than land used for farming, owned by or rented to an insured; and

f. Land, other than land used for farming, owned by or rented to an insured on which a dwelling is being built as a residence for the insured.

"Medical payments" means expenses for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing, rehabilitation, pharmaceuticals, and funeral services.

"Motor vehicle" means a vehicle that is self-propelled or designed for self-propulsion and is designed or licensed for use on public roads.

"Occasional rental" means: in any one policy term, (i) rental of the residence premises or a part of the residence premises for up to seven days, whether consecutive or random, (ii) rental of the residence premises that generates revenue of up to \$2,500, or (iii) a combination of (i) and (ii) of this definition. Occasional rental is not home-sharing as defined in this section.

"Occurrence" means an accident, including continuous or repeated exposure to the same generally harmful conditions that results in bodily injury or property damage during the policy term.

"Pollutant" means solid, liquid, gaseous, thermal, or radioactive irritants or contaminants, including acids, alkalis, chemicals, fumes, vapors, and waste.

"Property damage" means injury to or destruction of tangible property and loss of use of tangible property.

"Recreational motor vehicle" means a vehicle designed for recreational use off public roads and not subject to motor vehicle registration.

"Replacement cost" means the cost to repair or replace the damaged or stolen property with material of like kind and quality without deduction for depreciation.

"Residence employee" means an employee of an insured who provides maintenance or domestic services for the residence premises, or who performs similar duties elsewhere except in connection with an insured's business.

"Residence premises" means (i) a dwelling, other structures, and grounds at the location named in the policy; and (ii) that part of any other building occupied by the named insured or spouse for residential purposes.

"Theft" means an act of stealing or attempt to steal, including loss of property from a known place under circumstances when a probability of theft exists.

"Vacant" means a dwelling (i) that has not been occupied as a residence for more than 30 consecutive days immediately before a loss and (ii) where most of the named insured's personal property has been removed such that the dwelling is not functional as a customary place of residence. A dwelling is not occupied if the dwelling is being used without the permission of an insured. A dwelling under construction or being remodeled, repaired or renovated is not vacant.

"Vandalism or malicious mischief" means the willful and malicious damage to or destruction of the property excluding loss by pilferage, theft, burglary, or larceny.

**14VAC5-342-40. Mandatory property coverages.**

A. Insurers shall provide coverage to the dwelling on the residence premises including fixtures.

1. Insurers shall also provide coverage for materials and supplies while located on the residence premises and intended for use in construction, alteration, or repair of the dwelling or other structures.

2. For a dwelling that is a condominium unit, insurers shall provide a limit of liability of at least \$5,000 for the dwelling and fixtures that are the responsibility of the condominium unit owner.

B. Insurers shall provide coverage for other structures and the fixtures of other structures on the residence premises.

1. Insurers shall provide a limit of liability of at least 10% of the dwelling limit of liability.

2. Insurers may exclude coverage for other structures that are used for business or rented or held for rental unless the structure is (i) rented to roomers, boarders, or tenants of the dwelling or (ii) rented for use solely as a private garage.

3. For condominium units, insurers shall provide coverage for other structures and fixtures of other structures that are the responsibility of the condominium unit owner.

C. Insurers shall provide coverage for household and personal property owned or used by an insured while it is anywhere in the world.

1. Insurers shall provide a limit of liability for household and personal property coverage that is at least 50% of the dwelling limit of liability. For condominium units, the limit of liability for household and personal property shall be determined by the insured and the insurer.

2. At the request of the named insured at the time of loss, insurers shall provide coverage for household and personal property owned by a:

a. Guest while in a residence occupied by an insured;

b. Residence employee while the property is in a residence occupied by an insured;

and

c. Residence employee while the residence employee is engaged in the service of an insured and the property is in the physical custody of the residence employee.

3. Insurers shall provide coverage for the insured's property (i) on the residence premises during an occasional rental; or (ii) on the part of the residence premises occupied by roomers, boarders, or tenants.

4. Insurers shall provide coverage for household and personal property while it is being moved to the insured's new principal residence within the United States. Insurers shall provide coverage for property while it is being moved for 30 days from the date that

moving the property begins. The household and personal property limit of liability applies to property being moved to another location. If the move began during the policy term, coverage may not be limited by the expiration of the policy.

5. Insurers shall provide coverage for household and personal property while it is usually located away from the residence premises. Insurers shall provide a limit of liability for this coverage that is at least 10% of the limit of liability specified for household and personal property, but not less than \$1,000.

6. Insurers shall provide coverage for the following types of household and personal property at limits of at least the following:

a. \$500 total per loss on cemetery property on or off the residence premises, including monuments, headstones, grave markers, and urns.

b. \$100 total per loss on coin collections, medals, gold, platinum, and silver, provided, goldware and gold-plated ware shall not be deemed to be gold and silverware and silver-plated ware shall not be deemed to be silver.

c. \$500 total per loss on passports, tickets, or stamp collections.

d. \$1500 total per loss for theft of jewelry, precious and semi-precious stones, and furs, and articles containing fur that represent its principal value; if open causes of loss are provided, insurers may also apply this limit to misplacing or losing this property.

e. \$500 total per loss for theft of guns and related accessories; if open causes of loss are provided, insurers may also apply this limit to misplacing or losing this property.

f. \$1,000 total per loss on watercraft, trailers used with watercraft, and watercraft furnishings, equipment, and motors. This limit does not apply to rowboats or canoes.

g. \$500 on trailers, semi-trailers, and campers not otherwise covered in this chapter.

D. Insurers shall provide coverage for the expenses incurred for the removal of debris of covered property damaged by a covered cause of loss and the expense for the removal of fallen trees that damage covered property.

1. Expenses for debris removal are included within the limit of liability applicable to the damaged property, except as provided in subdivision 2 of this subsection.

2. When the amount payable for the damage to the property plus the expense of debris removal exceeds the limit of liability for the damaged property, insurers shall provide an additional 5.0% of the limit of liability applicable to the damaged covered property for debris removal expenses.

3. Insurers may not apply depreciation to debris removal expenses.

E. Insurers shall provide coverage for contractual fire department service charges and volunteer fire department service charges as follows:

1. Contractual fire department service charges where a fire department is called to save or protect insured property from a covered cause of loss. Insurers may limit this coverage to a residence premises not located within the limits of a city, municipality, or fire protection district furnishing fire department services.

2. Fire department service charges made by volunteer fire departments pursuant to § 38.2-2130 of the Code of Virginia.

3. Insurers shall provide at least \$250 of coverage for each type of fire department service charges.

4. Insurers may not apply a deductible or depreciation to the coverages in subdivisions 1 and 2 of this subsection.

F. Insurers shall offer ordinance or law coverage, subject to the exclusions or limitations within this chapter, pursuant to § 38.2-2124 of the Code of Virginia at the dwelling limit of liability within the policy or as an endorsement. This limit of liability is in addition to the limit of liability

applicable to the dwelling. Insurers may make other limits of liability available for insureds to purchase. Insurers may not apply depreciation to this coverage. When ordinance or law coverage is provided within the policy or as an endorsement, subdivision C 1 c of 14VAC5-342-60 does not apply.

G. Insurers shall offer coverage for water that backs up through sewer or drains, subject to the exclusions or limitations within this chapter, pursuant to § 38.2-2120 of the Code of Virginia at the dwelling limit of liability within the policy or as an endorsement. This limit of liability is in addition to the limit of liability applicable to the dwelling. Insurers may make other limits of liability available for insureds to purchase. Insurers may not apply depreciation to this coverage. When coverage for water that backs up through sewers or drains is provided within the policy or as an endorsement, subdivision C 1 a (2) of 14VAC5-342-60 does not apply.

H. Insurers shall provide coverage of at least 20% of the dwelling limit of liability for the increase in necessary living expenses when the dwelling is uninhabitable due to a covered cause of loss. Insurers shall provide coverage of at least 20% of the household and personal property limit of liability for condominium units.

1. Insurers shall provide this coverage for the time reasonably required to return the dwelling to a habitable condition or for the insured's household to become settled in any permanent quarters.
2. Insurers shall provide additional living expense coverage for at least two weeks while a civil authority limits access to the residence premises as a result of damage to neighboring premises by a covered cause of loss.
3. Insurers may exclude living expenses that do not continue.
4. This coverage is not limited by the expiration date of the policy.
5. Insurers may not apply a deductible to this coverage.

I. Insurers shall provide coverage of at least 20% of the dwelling limit of liability for the fair rental value of a part of the dwelling or other structures. Insurers shall provide at least 20% of the household and personal property limit of liability for condominium units.

1. Insurers shall provide this coverage for the time reasonably required to restore the dwelling or other structures to a tenantable condition following damage caused by a covered cause of loss.

2. Insurers shall provide fair rental value coverage for at least two weeks while a civil authority limits access to the residence premises as a result of damage to neighboring premises by a covered cause of loss.

3. Insurers may exclude expenses that do not continue.

4. Insurers may exclude coverage for loss or expense due to cancellation of a lease or agreement.

5. This coverage is not limited by the expiration date of the policy.

6. Insurers may not apply a deductible to this coverage.

J. Insurers shall provide coverage for damage to trees, shrubs, plants, or lawns caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, theft, aircraft, or vehicles not owned or operated by a resident of the premises.

1. Insurers shall provide a limit of liability for this coverage of at least 5.0% of the dwelling limit of liability.

2. Insurers may limit the amount of coverage to no more than \$500 for each tree, shrub, or plant on the premises. The limit of coverage includes debris removal coverage when the tree, plant, or shrub does not cause damage to covered property.

K. Insurers shall provide coverage for loss or damage to property while removed or being removed from the residence premises because the property is endangered by a covered cause of loss.

1. Coverage is provided for damage from any cause subject to the exclusions and limitations permitted in this chapter.

2. Insurers shall provide this coverage for at least 30 days for each removal.

3. This coverage is not limited by the expiration date of the policy.

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

L. Insurers shall provide coverage for the cost of making reasonable repairs to protect covered property from further damage when the repairs are directly attributable to damage caused by a covered cause of loss. The repairs are included as part of the amount of the loss.

M. Insurers shall pay the cost incurred to tear out and replace the part of the dwelling or other structure necessary to gain access to the system or appliance from which the water or steam escaped if a loss to the dwelling or other structures is caused by water or steam escaping from a system or appliance. Insurers may exclude loss to the system or appliance from which the water or steam escapes. Insurers may not apply depreciation to this coverage.

N. Insurers shall provide coverage for direct physical loss to the dwelling, other structures, and household and personal property involving collapse of a dwelling or other structure or any part of a dwelling or other structure:

1. Caused by one or more of the following:

a. The causes of loss in subsection C of 14VAC5-342-50;

b. Hidden decay;

- c. Hidden insect or vermin damage;
  - d. Weight of contents, equipment, animals, or people;
  - e. Weight of rain that collects on a roof; or
  - f. Use of defective materials or methods in construction, remodeling, or renovation if the collapse occurs during the construction, remodeling, or renovation.
2. Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, or dock is not included under subdivisions 1 b through 1 f of this subsection unless the loss is a direct result of the collapse of a building.
3. Collapse does not include settling, cracking, shrinking, bulging or expansion.
4. This coverage does not increase the limit of liability applicable to the damaged covered property.

**14VAC5-342-50. Causes of loss.**

- A. 1. Insurers shall provide open causes of loss for the dwelling and other structures.
2. Insurers shall provide coverage for direct loss to the dwelling and other structures on the residence premises subject to the exclusions and limitations permitted in this chapter.
- B. 1. Insurers shall provide either open causes of loss or named causes of loss for household and personal property.
2. Insurers shall provide coverage for direct loss to household and personal property subject to the exclusions and limitations permitted in this chapter.
- C. When named causes of loss for household and personal are provided, insurers shall provide coverage for direct loss caused by the following:
- 1. Fire or lightning.

2. Windstorm or hail.

a. Insurers may exclude loss to the interior of the dwelling or other structure or the household and personal property within caused by rain, snow, sand, or dust unless the rain, snow, sand, or dust enters through an opening caused by the force of wind or hail; and

b. Insurers may exclude loss to watercraft while not inside a fully enclosed building. This exclusion does not apply to rowboats or canoes.

3. Explosion.

4. Riot or civil commotion.

5. Aircraft.

6. Vehicles.

7. Sudden and accidental damage from soot or smoke, other than smoke from agricultural smudging or industrial operations.

8. Vandalism or malicious mischief.

9. Falling objects. Insurers may exclude loss to:

a. Property within a dwelling or other structure caused by a falling object unless the falling object first damages the exterior of the roof or walls of the dwelling or other structure; or

b. The falling object itself.

10. Weight of ice, snow, or sleet that damages household and personal property contained in a dwelling or other structure if the weight of ice, snow, or sleet first damages the dwelling or other structure.

11. Sudden and accidental tearing apart, cracking, burning, or bulging of a steam or hot water heating system, or of an appliance for heating water, but excluding loss caused by or resulting from freezing.

12. Freezing of plumbing, heating, or air conditioning systems, and domestic appliances.

13. Accidental discharge, leakage, or overflow of water or steam from within a plumbing, heating, or air conditioning system, or domestic appliance.

14. Sudden and accidental injury from electrical currents artificially generated to electrical appliances, devices, fixtures, and wiring.

15. Theft of household and personal property, except insurers may exclude coverage for loss by theft:

a. If committed by an insured;

b. In or to a dwelling or other structure under construction, or of materials and supplies for use in the construction, unless the dwelling is occupied;

c. If committed by (i) roomers, (ii) boarders, or (iii) tenants, employees of the tenants, or members of the tenants' household;

d. Of money, bullion, silver, gold, platinum, coin collections, medals, bank notes, letters of credit, notes other than bank notes, passports, tickets, stamp collections, jewelry, silverware, goldware, pewterware, silver-plated ware, gold-plated ware, or furs while the part of the residence premises customarily occupied exclusively by an insured is rented to others;

e. Of household and personal property in a location other than the residence premises that is owned, rented, or occupied by an insured, except (i) while an insured is temporarily residing at that location and (ii) property of a student who is an insured if

the student has been at that location at any time during the 45 days immediately before a loss; or

f. From the unauthorized use of a credit card or debit card; or loss by forgery or alterations of a written promise, order, or direction to pay a sum certain in money.

16. Breakage of glass that is a part of the dwelling or other structures if it results in damage to household and personal property. Insurers may exclude this coverage if the dwelling was vacant.

**14VAC5-342-60. Exclusions applicable to property coverages.**

A. For policies providing open causes of loss, insurers may exclude direct loss to the dwelling, other structures, or household and personal property caused by any of the following:

1. Wear and tear; marring or scratching; deterioration; inherent vice; latent defect; mechanical breakdown; rust; mold; wet or dry rot; pollutants; smog; smoke from agricultural smudging or industrial operations; settling, cracking, shrinkage, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs, or ceilings; birds, vermin, rodents, insects, or animals owned or kept by an insured. If a covered cause of loss ensues, insurers shall provide coverage for the ensuing loss.

2. Theft in or to a dwelling under construction, or of materials or supplies for use in the construction, until construction is completed and the residence premises is occupied.

3. Vandalism and malicious mischief or glass breakage, if the dwelling on the insured premises was vacant. If a covered cause of loss ensues, insurers shall provide coverage for the ensuing loss.

4. Collapse, except as required by subsection N of 14VAC5-342-40.

B. For policies providing open causes of loss, insurers may exclude direct loss to household and personal property caused by any of the following:

1. Breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, porcelains, and similar fragile articles, except jewelry, watches, bronzes, cameras and photographic lenses. This exclusion shall not apply to loss caused by or resulting from the causes of loss in subsection C of 14VAC5-342-50, earthquake, and water not otherwise excluded.

2. Dampness of atmosphere or extremes of temperature unless the loss is directly caused by rain, snow, sleet, or hail.

3. Refinishing, renovating, or repairing property other than watches, jewelry and furs.

4. From the unauthorized use of a credit card or debit card; or loss by forgery or alterations of a written promise, order, or direction to pay a sum certain in money.

5. Destruction or seizure by order of any government or public authority.

6. Collision, sinking, swamping, or stranding of watercraft, trailers used with watercraft, and watercraft furnishings, equipment, and motors. This exclusion does not apply to collision involving a motor vehicle.

C. For all causes of loss, insurers may:

1. Exclude loss caused directly or indirectly by any of the following:

a. Water, as follows:

(1) Flood, ground surface water, waves, seiche, tidal water or tidal waves, overflow of a body of water, or spray from any of these;

(2) Water that backs up through sewers or drains;

(3) Water that overflows or is discharged from a sump pump or other type of system designed to remove subsurface water that is drained from the foundation area;

(4) Water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through (i) sidewalks; (ii) driveways; (iii) foundations; (iv) swimming pools; (v) walls; (vi) basements or floors; or (vii) doors, windows, or other openings; or

(5) Material carried or moved by water referred to in subdivisions 1 a (1) through 1 a (3) of this subsection;

(6) The exclusions for water loss in subdivisions 1 a (1) through 1 a (5) of this subsection do not apply to:

(a) A loss by theft; or

(b) An ensuing loss caused by fire or explosion.

b. Earth movement, natural or manmade, including earthquake, volcanic eruption, landslide, mudflow, or other earth movement caused by sinking, rising, shifting, or expansion. Insurers shall provide coverage for:

(1) A loss by theft; or

(2) An ensuing loss caused by fire, explosion, or breakage of glass that is a part of the dwelling or other structures.

c. Enforcement of ordinances or laws regulating the construction, repair, or demolition of dwellings or other structures. Insurers shall provide coverage when an ordinance or law requires the use of safety glass in replacement of damaged glass that is a part of the dwellings or other structures.

d. Interruption of power or other utility service furnished to the insured premises if the interruption takes place away from the insured premises. Insurers shall provide

coverage for the ensuing loss if a covered cause of loss ensues on the insured premises because of the power interruption.

e. Enemy attack by armed forces including action taken by military, naval, or air forces in resisting an actual or immediately impending enemy attack, invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against the event; order of civil authority except acts of destruction at the time of and for preventing the spread of fire, provided that the fire did not originate from an excluded cause of loss.

f. Nuclear reaction, nuclear radiation, or radioactive contamination as set forth in § 38.2-2102 A of the Code of Virginia.

g. The exclusions in subdivisions 1 a through 1 f of this subsection apply if one or more of the following concurrently contribute to the loss:

(1) Weather conditions;

(2) Acts or decisions, or the failure to act or decide, of a person, group, organization, or governmental body; or

(3) Faulty, inadequate, or defective:

(a) Planning, zoning, development, surveying, or siting;

(b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

(c) Materials used in repair, construction, renovation, or remodeling; or

(d) Maintenance.

2. Exclude direct loss caused by:

a. Freezing of or by discharge, leakage, or overflow from plumbing; heating, or air conditioning systems; or domestic appliances. This exclusion applies only to a dwelling that is vacant, under construction, or unoccupied for four or more consecutive days, and the insured has failed to (i) exercise due diligence to maintain heat in the dwelling or other structures, or (ii) drain the systems and appliances and shut off the water supply.

b. Continuous or repeated seepage or leakage of water over a period of weeks, months, or years. This exclusion does not apply to household and personal property.

c. Freezing, thawing, or by the pressure or weight of ice or water to fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves, or docks.

d. Windstorm or hail to the following property (i) overhead structures, including supports and screening, constructed principally of cloth, metal, fiberglass, or plastic and erected to provide protection from the elements; (ii) fences; (iii) seawalls; (iv) property line or other free-standing walls; (v) greenhouses, hothouses, slathouses, trellises, pergolas, or cabanas; (vi) wharves, docks, piers, boathouses, bulkheads, or other similar structures located over or partially over water and the property on or within these structures; or (vii) outdoor equipment pertaining to the service of the residence premises.

e. Neglect of the insured to use all reasonable means to protect the property during and after a loss.

f. An intentional act by a person insured under the policy that was directed or committed by that person, but only with respect to that person.

D. Insurers may exclude coverage for the following types of property:

1. Accounts, bills, currency including virtual or digital, deeds, evidences of debt, money, scrip, stored value cards, smart cards, securities, bullion, manuscripts, letters of credit, bank notes, or notes other than bank notes;
2. Aircraft and parts except insurers shall provide coverage for (i) drones without cameras and drones that are not capable of carrying people or cargo and (ii) hobby aircraft or model aircraft that is not capable of carrying people or cargo;
3. Animals, birds, or fish;
4. Business property;
5. Electronic equipment that is permanently installed in a motor vehicle;
6. Tapes, wires, records, discs, or other media used with electronic equipment in a motor vehicle while the property is in or on a motor vehicle;
7. Motor vehicles, motorized bicycles, and hovercraft; except (i) vehicles used to service the residence premises, (ii) utility trailers that are not licensed for road use, and (iii) electric mobility devices designed to assist an individual that has a disability;
8. Property of (i) tenants and (ii) roomers and boarders not related to the insured;
9. Property rented to others except as provided in subdivision C 3 of 14VAC5-342-40;
10. Property that is unlawful to own or possess under state or federal law; or
11. Property that is separately described and specifically insured by this insurance or other insurance.

**14VAC5-342-70. Loss settlement condition.**

- A. Insurers shall include loss settlement provisions in accordance with this section.
- B. Insurers shall apply actual cash value loss settlement as follows:

1. Subject to the limit of liability, insurers may pay the smaller of the following amounts:

- a. Cost to repair or replace with like kind and quality; or
- b. Actual cash value of the damaged property.

2. Insurers may apply actual cash value loss settlement to:

- a. Household and personal property;
- b. Outdoor radio and television antennas; satellite dishes; or
- c. Awnings.

C. Insurers shall apply replacement cost loss settlement as follows:

1. Insurers shall apply replacement cost loss settlement to property described under subsections A and B of 14VAC5-342-40, including permanently installed flooring. Wall-to-wall carpeting is permanently installed flooring.

2. Insurers may limit replacement cost loss settlement to the following:

- a. The limit of liability applicable to the dwelling or other structure;
- b. The replacement cost of the dwelling or other structure or a part of the dwelling or other structure on the residence premises and intended for the same occupancy and use; or
- c. The amount spent in repairing or replacing the dwelling or other structure, or a part of the dwelling or other structure and intended for the same occupancy and use.

3. The insured may assert a claim for the actual cash value of the dwelling or other structure without prejudicing the insured's right to make further claim for the difference between the actual cash value and the replacement cost in accordance with § 38.2-2119 B of the Code of Virginia. The claim for the difference must be made within six months of (i) the last date on which the insured received a payment for actual cash value or (ii) date

of entry of a final order of a court of competent jurisdiction declaratory of the right of the insured to full replacement cost, whichever shall last occur.

4. When the repair or replacement cost is \$2,500 or less, insurers shall be liable for the full cost of repair or replacement before the repair or replacement has been completed.

5. Insurers may apply an insurance-to-value ratio for replacement cost loss settlement as follows:

a. Insurers may require an insurance-to-value ratio of no more than 80% before full replacement cost loss settlement applies.

b. If the insurance-to-value is less than 80% for a dwelling or other structure, an insurer may limit its liability for loss to the larger of the following:

(1) The actual cash value of that part of the dwelling or other structures; or

(2) That proportion of the full cost of repair or replacement without deduction for depreciation of that part of the dwelling or other structure damaged or destroyed that the whole amount of insurance applicable to the dwelling or other structure for the cause of loss bears to 80% of the full replacement cost of the dwelling or other structure.

c. In calculating the 80% insurance-to-value ratio, insurers shall disregard the cost of (i) excavations; (ii) underground flues and pipes; (iii) underground wiring and drains; and (iv) brick, stone, and concrete foundations, piers, and other supports that are below the under surface of the lowest basement floor, or where there is no basement that are below the surface of the ground inside the foundation walls.

6. Insurers may provide replacement cost loss settlement on household and personal property as authorized by § 38.2-2119 of the Code of Virginia.

D. Insurers may offer functional replacement cost loss settlement for the property described in subsections A and B of 14VAC5-342-40, under the conditions outlined in this subsection.

1. Functional replacement cost is only permitted at the option of the insured.

2. Insurers may not apply functional replacement cost loss settlement to property that qualifies for an amount of insurance equal to 80% or more of the full replacement cost of the dwelling or other structure.

3. Insurers shall provide the notice required by § 38.2-2119 C of the Code of Virginia.

4. Insurers may limit functional replacement cost loss settlement to the following:

a. The limit of liability applicable to the dwelling or other structure;

b. The amount necessary to repair or replace the property with functionally equivalent property at a lower cost than would be required to replace the property with material of like kind and quality; or

c. The amount spent to repair or replace the dwelling or other structure or part of the dwelling or other structure intended for the same occupancy and use.

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

F. Insurers shall adjust losses with the named insured and shall pay the named insured unless another payee is specifically named.

G. Insurers shall restore the limits of liability after a loss is paid.

H. Insurers may apply a property deductible unless prohibited or otherwise limited in this chapter. Insurers may apply a special property deductible for the following causes of loss (i) wind, (ii) hail, or (iii) theft. No more than one deductible may be applied to a loss. The amount of any property deductible may not exceed 10% of the dwelling limit of coverage.

I. Insurers may (i) take all or part of the damaged property at the agreed or appraised value or (ii) repair, rebuild or replace the damaged property with other of like kind and quality within a reasonable time. Within 30 days after receiving the insured's proof of loss, insurers shall provide notice to the insured of the insurer's decision to (i) take the property at the agreed or appraised value or (ii) repair, rebuild, or replace the damaged property.

**14VAC5-342-80. Conditions applicable to property coverage.**

A. Insurers shall include the following statutory conditions:

1. The nuclear clause set forth in § 38.2-2102 of the Code of Virginia.

2. The conditions set forth in § 38.2-2104 of the Code of Virginia:

a. Assignment of the policy.

b. The time that coverage begins and ends.

3. The conditions set forth in § 38.2-2105 of the Code of Virginia:

a. Abandonment.

b. Appraisal.

c. Mortgagee interests and obligations.

d. Pro rata liability.

e. Requirements in case loss occurs.

f. Suit.

g. When loss payable.

B. Insurers may include any of the following conditions:

1. The insured shall notify the police when loss is by theft.

2. A bailee for hire shall not benefit under the policy.

**14VAC5-342-90. Personal liability coverage.**

A. Insurers shall provide personal liability coverage as follows:

1. Insurers shall pay on behalf of the insured all sums that the insured is legally obligated to pay as damages for bodily injury or property damage caused by a covered occurrence.
2. Insurers shall defend a suit against the insured seeking damages for bodily injury or property damage, even if any of the allegations of the suit are groundless, false, or fraudulent.
3. Insurers shall investigate any claim or suit and may settle any claim or suit as it deems expedient.
4. Insurers shall not be obligated to pay a claim or judgment after the limit of liability has been exhausted by payment of judgments or settlements.

B. In addition to the limit of liability applicable to personal liability coverage, insurers shall provide coverage for any of following personal liability claims expenses:

1. All expenses incurred by the insurer and all costs taxed against an insured in a suit defended by the insurer;
2. All premiums on appeal bonds required in a suit; premiums on bonds to release attachments in a suit for an amount not more than the applicable limit of liability of the policy; and the cost of bail bonds required of an insured because of an occurrence to which the policy applies, of at least \$250 per bail bond, except the insurer shall have no obligation to apply for or furnish the bonds;
3. Pre-judgment interest incurred;
4. Post-judgment interest on the part of a judgment that does not exceed the limit of the insurer's liability; and

5. Reasonable expenses incurred by an insured of at least \$50 per day. Reasonable expenses include (i) loss of earnings except loss of other income, (ii) vacation time, and (iii) other benefit loss because of an insured's attendance at hearings or trials or assistance with the investigation as requested.

C. In addition to the limit of liability applicable to personal liability coverage, insurers shall provide coverage for the following:

1. Insurers shall pay for damage to property of others caused by an insured during the policy period at the actual cash value or the cost to repair or replace the damaged property with other property of like kind and quality.

a. Insurers may limit this coverage to \$250 per occurrence.

b. Insurers may exclude damage to property of others:

(1) Caused intentionally by an insured 13 years of age or older;

(2) Rented to an insured;

(3) Owned by or rented to (i) roomers, (ii) boarders, (iii) tenants, or (iv) residents of the insured's household;

(4) Arising out of (i) an act or omission in connection with a premises owned, rented, or controlled by an insured other than the insured premises; (ii) business pursuits or professional services; or (iii) the ownership, maintenance, operation, use, loading or unloading of a vehicle, trailer or semi-trailer, farming machinery or equipment, aircraft, or watercraft; or

(5) If the property is covered elsewhere under the policy.

2. Insurers shall pay expenses incurred by an insured at the time of an occurrence for first aid to others for bodily injury covered under the policy.

**14VAC5-342-100. Medical payments coverage.**

A. Insurers shall provide medical payments coverage in accordance with this chapter. This coverage applies:

1. While the person is on the insured premises with the permission of an insured.

2. While the person is elsewhere, if the bodily injury:

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

b. Is caused by the activities of an insured or by a residence employee during the residence employee's employment by the insured;

c. Is caused by an animal owned by or in the care of an insured; or

d. Is sustained by a residence employee and arises out of the residence employee's employment by the insured.

B. Insurers shall provide coverage for reasonable medical expenses incurred to each person injured within one year from the date of the occurrence.

**14VAC5-342-110. Exclusions applicable to personal liability and medical payments coverage.**

A. Insurers may exclude losses under personal liability coverage for:

1. Liability assumed by the insured under contracts or agreements that are not in writing.

This exclusion does not apply to liability that the insured would have had without a contract or agreement.

2. Liability assumed by the insured under a contract or agreement relating to the insured's business.

3. The insured's share of any loss assessment charged against all members of any property owners' association.

4. Bodily injury to a person covered or required to be covered under a workers' compensation or other similar law.

5. Damage to property owned by the insured.

6. Damage to property of others in the care, custody or control of the insured.

7. Sickness, disease, or death of a residence employee unless written claim is made or suit is brought against the insured within 36 months after the end of the policy term.

B. Insurers may exclude losses under medical payments coverage:

1. To a person covered or required to be covered under a workers' compensation or other similar law;

2. To any person covered as an insured;

3. To a person, except a residence employee, regularly residing on the insured premises;

4. To a residence employee if the bodily injury occurs off the insured premises unless the injury arises out of the residence employee's employment by an insured; or

5. To a person on the insured premises because an insured's business is conducted on the premises or professional services are rendered on the premises.

C. Insurers may exclude occurrences applicable to personal liability and medical payments coverages arising from:

1. Aircraft. Insurers shall provide coverage for (i) drones without cameras and drones that are not capable of carrying people or cargo, or (ii) hobby aircraft, or model aircraft that are not capable of carrying people or cargo.

2. Motor vehicles, recreational motor vehicles, or hovercraft. Insurers shall provide coverage for:

- a. Vehicles primarily used in servicing the residence premises while on or off the residence premises;
  - b. Golf carts used for golfing purposes within a golfing facility, including crossing public roads to access other parts of the golfing facility;
  - c. Recreational motor vehicles or hovercraft on an insured premises; and
  - d. Motor vehicles held in dead storage on the residence premises.
3. Watercraft that is powered by an engine with more than 25 horsepower and sailing vessels more than 26 feet in length with or without auxiliary power. Insurers shall provide coverage for bodily injury or property damage occurring on the insured premises.
4. Rendering of or failing to render professional services.
5. Business pursuits of an insured except for incidental business activities (i) conducted by an insured who is under the age of 21, (ii) that produce revenues of no more than \$2,500 during the policy period, or (iii) a combination of (i) and (ii) of this subdivision.
6. Any premises, owned, rented, or controlled by an insured other than the insured premises.
7. An intentional act by a person insured under the policy that was directed or committed by that person, but only with respect to that person.
8. War, invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against any of these events.
9. Smuggling or trafficking.
10. Sexual molestation; corporal punishment; physical or mental abuse.
11. Transmission of a communicable disease by an insured.

12. Manufacture, delivery, use, sale, transfer, or possession of property that is unlawful.

13. Manufacture, delivery, use, sale, transfer, or possession of a controlled substance, except for the legitimate use of prescription drugs by a person following the orders of a licensed medical provider.

14. Discharge of carbon monoxide pursuant to § 38.2-235 of the Code of Virginia.

15. Bodily injury to an insured as defined in subdivisions 1 and 2 of the definition of insured in 14VAC5-342-30.

16. Entrustment or supervision by an insured of any excluded aircraft, motor vehicle, recreational motor vehicle, hovercraft, or watercraft.

17. Vicarious liability for the actions of a minor using any excluded aircraft, motor vehicle, recreational motor vehicle, hovercraft, or watercraft.

18. Nuclear reaction, radiation, or radio-active contamination.

**14VAC5-342-120. Conditions applicable to personal liability and medical payments coverage.**

A. An insurer may limit its liability for personal liability coverage and medical payments coverage as follows:

1. For personal liability coverage, the limit of liability that applies to an occurrence is the total limit of the insurer's liability under personal liability coverage for all damages as the result of an occurrence.

2. For medical payments coverage, insurers may apply a limit of liability per person and a limit of liability for two or more persons as the result of an occurrence.

3. For personal liability and medical payments, the limit of liability applies separately to each insured against whom claim is made or suit is brought for an occurrence but does not increase the limit of liability that applies to an occurrence.

B. If an occurrence, claim, or suit occurs, insurers may require an insured to comply with any of the following:

1. To provide notice, in writing, as soon as practicable, containing details sufficient to establish a notice of claim.

2. If claim is made or suit is brought against an insured, to promptly send to the insurer every demand, notice, summons, or other process received by the insured or the representative of the insured.

3. To (i) cooperate with the insurer; (ii) at the request of the insurer, assist in making settlements, in the conduct of suits, and in enforcing a right of contribution or indemnity against a person or organization who may be liable to the insured; (iii) attend hearings and trials; (iv) give and secure evidence; and (v) assist in obtaining the attendance of witnesses.

4. To obtain permission of the insurer before making a voluntary payment, assuming an obligation, or incurring expenses, other than first aid expenses.

5. Under damage to property of others, to:

a. Submit a sworn proof of loss within 60 days after an occurrence unless extended by the insurer.

b. Exhibit damaged property if within the insured's control.

C. For claims under medical payments coverage, insurers may require:

1. An injured person or someone on the injured person's behalf to provide details about the claim, in writing if requested.

2. An injured person or someone on the injured person's behalf to execute authorizations enabling the insurer to get copies of medical reports and records.

3. An injured person to submit to examinations by a medical professional selected by the insurer when and as often as the insurer reasonably requires.

D. For claims under medical payments coverage, insurers may pay the injured person or the person rendering medical services. Payment under medical payments coverage for each occurrence:

1. May reduce the amount payable for a covered injury; and

2. Is not an admission of liability by an insured or the insurer.

E. With respect to a suit under the policy, the insurer may:

1. Require that the insured not bring suit or action against the insurer unless the insured has complied with all the provisions of the policy.

2. Provide that no person or organization may join the insurer as a party to an action against the insured.

3. Require that the amount of the insured's obligation to pay has been determined by (i) judgment against the insured after trial or (ii) written agreement of the claimant and the insurer.

F. The insurer shall provide that its obligations under the policy are not relieved by the bankruptcy or insolvency of the insured or the insured's estate.

G. If execution on a judgment against the insured or his personal representative is returned unsatisfied in an action brought to recover damages for injury or for loss or damage during the

policy term, then an action may be maintained against the insurer for the amount of the judgment not exceeding the amount of the applicable limit of coverage.

H. If more than one policy applies to an occurrence, the insurer shall pay that proportion of the loss that the limit of liability of the policy bears to the total amount of insurance that applies to the loss. Except, insurers may provide liability coverage on an excess basis for vehicles or watercraft to which the policy applies. This condition does not apply to medical payments coverage.

**14VAC5-342-130. Policy Conditions.**

A. Insurers may restrict the application of the policy to loss or an occurrence during the policy term.

B. Insurers may void the entire policy (i) if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning the insurance or the interest of the insured in the insurance or (ii) in the case of any fraud or false swearing by the insured relating to the insurance.

C. If an insurer adopts any revision to its forms or endorsements that would broaden coverage currently provided without additional premium charge, the insurer shall automatically apply the broadened coverage from the effective date of the revisions.

D. If a named insured dies, insurers shall modify the definition of insured in 14VAC5-342-30 as follows:

1. The named insured includes:

a. The spouse, if not already a named insured and if residing in the household at the time of the death; and

b. The legal representative with respect to the insured premises and property of the deceased insured at the time of death.

2. Insured also includes:

a. Members of the deceased's household who were insured at the time of the named insured's death, but only while residents of the insured premises; and

b. Persons having proper temporary custody of the insured property until the appointment and qualification of the legal representative.

E. Insurers may not invalidate the policy if the insured waives, in writing, before a loss any right of recovery against a party for loss occurring on the insured premises. If not waived, the insurer may require from the insured an assignment of all right of recovery against a party for a loss or occurrence to the extent that the insurer made payment.

F. Terms or conditions in the policy that are less favorable than those provided for in this chapter or the applicable statutes are construed to conform to this chapter and those statutes.

G. Insurers shall include the relevant termination provisions in §§ 38.2-2113 and 38.2-2114 of the Code of Virginia in the policy. In addition, the following apply:

1. Return premium calculations resulting from an insurer-initiated termination shall be pro rata.

2. Terminations for non-payment of premium shall be calculated pro rata.

3. Return premium calculations resulting from an insured-initiated termination may be a short rate calculation, except the penalty may not be more than 10% of the pro rata premium for the expired time.

4. Insurers may refuse to renew the policy in accordance with the provisions of §§ 38.2-2113 and 38.2-2114 of the Code of Virginia.

H. If an insurer elects to waive a policy provision, the waiver must be in writing.

I. Insurers may require that coverage under the policy is excess over a service agreement, home warranty, or similar service warranty.

J. Insurers may exclude coverage, refuse to pay claims, or refuse to provide benefits under a policy if those actions would expose the insurer to a violation of applicable trade or economic sanctions, laws, or regulations, including those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control.