

HOMEOWNERS POLICY FORMS

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ATTACH FORM AND ENDORSEMENTS (IF ANY) HERE

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GENERAL CONDITIONS

1. EXCLUSION OF LOSS BY GOVERNMENTAL ACTION: Under Section I as respects all perils insured against hereunder (except the perils of fire and lightning which are otherwise provided for on page 2 of this policy), and under Section II, this policy shall not apply to loss, bodily injury or property damage 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, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) 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. 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. NUCLEAR CLAUSE—SECTION I — (Not Applicable in New York): 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.

3. NUCLEAR EXCLUSION—SECTION I — (Not Applicable in New York): This policy does not insure against loss 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 above.

4. NUCLEAR EXCLUSION—SECTION II: This policy does not apply, under Coverage E — Personal Liability, 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 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.

5. MODIFICATION OF TERMS:

- a. The provisions on page 2 of this policy relating to uninsurable and excepted property, the exclusion of loss by theft and suspension of insurance are hereby waived.
- b. The provisions on page 2 of this policy, other than those pertaining to waiver, cancellation, concealment and fraud and subrogation do not apply to Section II of this policy.
- c. The provisions on page 2 of this policy relating to subrogation are not applicable to Coverage F — Medical Payments to Others and Supplementary Coverages — Damage to Property of Others.
- d. The words "five days" in the cancellation provision on page 2 of this policy are deleted and the words "ten days" are substituted therefor.
- e. The terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

6. APPORTIONMENT — SECTION I:

- a. Loss by fire or other perils not provided for in 6 b. below:
This Company shall not be liable for a greater proportion of any loss from any peril or perils included in this policy than:
(1) the amount of insurance under this policy bears to the whole amount of fire insurance covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not, and whether or not such other fire insurance covers against the additional peril or perils insured hereunder; nor
(2) for a greater proportion of any loss than the amount hereby insured bears to all insurance, whether collectible or not, covering in any manner such loss or which would have covered such loss except for the existence of this insurance.
- b. Coverage C — Unscheduled Personal Property — Loss by theft or loss of unscheduled personal property covered on an unspecified peril basis: insurance under this policy shall apply as excess insurance over any other valid and collectible insurance which would apply in the absence of this policy.
- c. Deductible: When loss under this policy is subject to a deductible, this Company shall not be liable for more than its share of such loss in excess of the deductible amount as provided in 6 a. or 6 b. above.

7. APPORTIONMENT — SECTION II:

a. Except as provided in 7 b. below if the Insured has other valid and collectible insurance against a loss covered under Coverage E — Personal Liability, this Company shall not be liable under this policy for a greater proportion of such loss than that stated in the applicable following provision:

(1) Contribution by Equal Shares:

If all of such other insurance includes a provision for contribution by equal shares, this Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid. With respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(2) Contribution by Limits:

If any of such other insurance does not include a provision for contribution by equal shares, this Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

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.

8. DEFINITIONS: (Water to Section II of the Form made a part of this policy for Additional Definitions).

When used in this policy the following definitions apply:

a. "Insured" means

- (1) the Named Insured stated in the Declarations of this policy;
- (2) if residents of the Named Insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one 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.

b. "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) any residence premises acquired by the Named Insured or his spouse during the term of this policy;
 - (c) any residence premises which are not owned by any Insured but where an Insured may be temporarily residing;
 - (d) vacant land, other than farm land, owned by or rented to any Insured; and
 - (e) individual or family cemetery plots or burial vaults.

c. "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 is used as a private residence by the Named Insured or his spouse but excluding any portion of the premises used for business purposes.

d. "business" means

- (1) a trade, profession or occupation, including farming, and the use of any premises or portion of 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.

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APPENDIX

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B. 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. LIBERALIZATION CLAUSE: If within 45 days prior to the inception of this policy, or during the term hereof, 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.

11. 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.

CONDITIONS APPLICABLE ONLY TO SECTION I

1. PERMISSION GRANTED:

- a. for such use of the premises as is usual or incidental to a dwelling;
- b. for the premises to be vacant or unoccupied without limit of time, except as otherwise provided in this policy for certain specified perils; however, a building in the course of construction shall not be deemed vacant;
- c. for Named Insured to make alterations, additions and repairs, and to complete structures in course of construction;
- d. for 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 requirement that in case loss occurs the Insured shall protect the property from further damage.

2. OTHER INSURANCE: Other insurance covering the described dwelling building (except insurance against perils not covered by this policy) is not permitted.

3. CONTROL OF PROPERTY: This insurance shall not be prejudiced by any act or neglect of any person, other than an Insured, when such act or neglect is not within the control of any Insured.

4. 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.

5. NO BENEFIT TO BAILEE: This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

6. 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.

7. LOSS PAYABLE CLAUSE: Loss, if any, shall be adjusted with the Named Insured and shall be payable to him unless other payee is specifically named hereunder.

CONDITIONS APPLICABLE ONLY TO SECTION II

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 ob-

taining 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 Supplementary 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 sixty 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.

B. 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 implicated.
- d. Bankruptcy or insolvency of the Insured or his estate shall not relieve this Company of its obligations under this policy.

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**HOMEOWNERS POLICY — BROAD FORM
SECTION I**

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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, building equipment, fixtures and outdoor equipment all pertaining to the service of the premises and while located thereon or temporarily elsewhere; and
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 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 usual or incidental to the occupancy of the premises as a dwelling and owned or used by an Insured, while on the described premises 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. owned or used by an Insured; or
2. 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;
3. but the limit of this Company's liability for the unscheduled personal property away from the premises shall be an additional amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.

This coverage excludes:

1. animals, birds or fish;

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

3. aircraft;
4. property of roomers and boarders not related to the Insured;
5. property carried 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 for the recording, reproduction or recording and reproduction of sound which may be operated by power from the electrical system of a 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.

SUPPLEMENTARY COVERAGES

The following supplementary coverages shall not increase the applicable limit of liability under this policy:

1. **Automatic Removal:** 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.
2. **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.
3. **Fire Department Service Charge:** (Not applicable in New Mexico)

This policy covers for an amount not exceeding \$250 the Named Insured's liability, assumed by contract or agreement for fire department charges where fire department is called because of a fire in, on or exposing property insured hereunder, while located on the premises described. This coverage does not cover 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.

4. **Cellar and Foundation Clause:** (Applicable only in Ohio). The Named Insured may apply up to 5% of the limit of liability applicable to Coverage A to cover cellar and foundation walls of the described dwelling building insured thereunder.

DEDUCTIBLE

Loss Deductible Clause: With respect to loss covered under this policy, this Company shall be liable only when such loss in each occurrence exceeds \$100 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.