

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.**
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, had the property not been removed, applies pro rata 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. caused directly or indirectly by frost or cold weather or ice (other than hail), snow or sleet, all whether driven by wind or not;
 - b. 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; or
 - c. 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.
4. **Explosion.**
5. **Riot or Civil Commotion**, including direct loss from pillage and looting occurring during and at the immediate place of a riot or civil commotion.
6. **Aircraft**, including self-propelled missiles and spacecraft.
7. **Vehicles**, but excluding loss to fences, driveways and walks caused by any vehicle owned or operated by any occupant of the premises.
8. **Sudden and accidental damage from smoke**, other than smoke from agricultural smudging or industrial operations.
9. **Vandalism or Malicious Mischief**, meaning only the willful 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.
10. **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.
11. **Theft**, meaning any act of stealing or attempt thereof, including loss of property from a known place under circumstances when a probability of theft exists.

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 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 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, numismatic property or bank notes;
- (2) of securities, accounts, 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; articles of gold and platinum; 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;
- (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 or the loss is the result of the theft of such vehicle which is not recovered within 30 days, 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 a 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, whether licensed or not.

12. Falling objects, but excluding loss to:

- a. the interior of the building or the property covered therein, caused by falling objects unless the building covered or containing the property covered shall first sustain an actual damage to the exterior of the roof or walls by the falling object; and
- b. outdoor equipment, awnings and fences.

13. Weight of ice, snow or sleet which results in physical damage to the building covered or to property contained in a building and then only if the weight of ice, snow or sleet results in physical damage to such building, but excluding loss to:

- a. outdoor equipment, awnings and fences; and
- b. fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks when such loss is caused by freezing, thawing or by the pressure or weight of ice or water whether driven by wind or not.

14. Collapse of buildings or any part thereof but excluding loss to outdoor equipment, awnings, fences, pavements, patios, swimming pools, underground pipes, flues, drains, cesspools and septic tanks, foundations, retaining walls, bulkheads, piers, wharves, or docks, all except as the direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

15. Sudden and accidental tearing asunder, cracking, burning or bulging of a steam or hot water heating system or of appliances for heating water, but not including loss caused by or resulting from freezing.

16. Accidental discharge or overflow of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance, including the cost of tearing out and replacing any part of the building covered necessary to effect repairs to the system or appliance from which the water or steam escapes, but excluding loss:

- a. to the building caused by continuous or repeated seepage or leakage over a period of weeks, months or years;
- b. if the building covered had been vacant beyond a period of 30 consecutive days immediately preceding the loss;
- c. to the system or appliance from which the water or steam escapes; or
- d. caused by or resulting from freezing.

17. Freezing of plumbing, heating and air conditioning systems and domestic appliances, but excluding loss caused by and resulting from freezing while the building covered is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the building, or unless the plumbing and heating systems and domestic appliances had been drained and the water supply shut off during such vacancy or unoccupancy.

18. Sudden and accidental injury from electrical currents artificially generated to electrical appliances, devices, fixtures and wiring, except tubes, transistors and similar electronic components.

ADDITIONAL EXCLUSIONS

This policy does not insure against loss:

1. occasioned directly or indirectly by enforcement of any local or

state 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;

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, explosion or breakage of glass constituting a part of the building(s) covered hereunder, including glass in storm doors and storm windows, ensues, and this Company shall then be liable only for such ensuing loss, but this exclusion does not apply to loss by theft;

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 by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on the premises, caused by a peril insured against.

ADDITIONAL CONDITIONS

1. Replacement Cost — Coverages A and B:

This condition shall be applicable only to a building structure covered hereunder excluding outdoor radio and television antennas and aeriels, carpeting, awnings, domestic appliances and outdoor equipment, all whether attached to the building structure or not.

a. If at the time of loss the whole amount of insurance applicable to said building structure for the peril causing the loss is 80% or more of the full replacement cost of such building structure, the coverage of this policy applicable to such building structure is extended to include the full cost of repair or replacement (without deduction for depreciation).

b. If at the time of loss the whole amount of insurance applicable to said building structure for the peril causing the loss is less than 80% of the full replacement cost of such building structure, this Company's liability for loss under this policy shall not exceed the larger of the following amounts (1) or (2):

(1) the actual cash value of that part of the building structure damaged or destroyed; or

(2) that proportion of the full cost of repair or replacement without deduction for depreciation of that part of the building structure damaged or destroyed, which the whole amount of insurance applicable to said building structure for the peril causing the loss bears to 80% of the full replacement cost of such building structure.

c. This Company's liability for loss under this policy shall not exceed the smallest of the following amounts (1), (2), or (3):

(1) the limit of liability of this policy applicable to the damaged or destroyed building structure;

(2) the replacement cost of the building structure or any part thereof identical with such building structure on the same premises and intended for the same occupancy and use; or

(3) the amount actually and necessarily expended in repairing or replacing said building structure or any part thereof intended for the same occupancy and use.

d. When the full cost of repair or replacement is more than \$1,000 or more than 5% of the whole amount of insurance applicable to said building structure for the peril causing the loss, this Company shall not be liable for any loss under paragraph a. or sub-paragraph (2) of paragraph b. of this condition unless and until actual repair or replacement is completed.

e. In determining if the whole amount of insurance applicable to said building structure is 80% or more of the full replacement cost of such building structure, the cost of excavations, underground flues and pipes, underground wiring and drains, and brick, stone and concrete foundations, piers and other supports which are below the under surface of the lowest basement floor, or where there is no basement, which are below the surface of the ground inside the foundation walls, shall be disregarded.

f. The Named Insured may elect to disregard this condition in making claim hereunder, but such election shall not prejudice the Named Insured's right to make further claim within 180 days after loss for any additional liability brought about by this policy condition.

2. Special Limits of Liability on Certain Property:

a. 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% of the limit of liability of Coverage A, nor more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

b. 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 and bank notes;

(2) \$500 in the aggregate on securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps, including philatelic property;

(3) \$1,000 on manuscripts;

(4) \$500 in the aggregate for loss by theft of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, gold, platinum and furs including articles containing fur which represents its principal value;

(5) \$500 in the aggregate on watercraft, including their trailers (whether licensed or not), furnishings, equipment and outboard motors; or

(6) \$500 on trailers, not otherwise provided for, whether licensed or not.

3. Loss Clause:

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

4. Mortgage Clause — Coverages A and B only — (Not Applicable in Minnesota): (This entire clause is void unless name of 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 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 ten days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and this Company shall have the right, on like notice to cancel 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.