Policy No.: MNG 0093229-14 (Pay type: OTH-CHECK)

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Insurance Provided by

MCGRAW INSURANCE SERVICES

P.O. BOX 40

ANAHEIM, CA 92815-0040

Named Insured

ABRAHAM PIMENTEL
AND ERICA PIMENTEL
4919 EAST CARMEN AVE
FRESNO, CA 93727

CALIFORNIA HO-3 Preferred Homeowners Insurance

This is your Declarations Page

MNG 0093229-14

Underwritten By

PACIFIC SPECIALTY INSURANCE COMPANY

FINANCIAL RATING: "A" (EXCELLENT) BY AM BEST

STATUS: ADMITTED

Insurance Producer

PRODUCER: B16501, (559)-224-8222
PARKERGENERAL@JOEPARKERINSURANCE.CO

PARKER GENERAL INSURANCE SVCS

PO BOX 5411 FRESNO, CA 93755

www.PacificSpecialty.com

Manage your account. Pay bills.

For policy service/questions contact your producer at (559)-224-8222 or C/S at 1-800-303-5000

1-800-962-1172

(For claims service)

Policy Type: HO-3 PREFERRED PERSONAL HOMEOWNERS

Policy Term: July 24, 2016 to July 24, 2017 at 12:01 am Standard Time

at the address of Named Insured as stated herein

Coverage Summary

Policy No.:

Insured Location:

4919 EAST CARMEN AVE

FRESNO

CA 93727

Please see next page for a full list of coverages, credits and adjustments applied to your policy, as well as other available options.

Coverage * DED, UNLESS SPECIAL DED. BELOW	<u>Limit</u>	Deductible \$500.00
A DWELLING	\$235,000.00	
A2 ORDINANCE OR LAW COVERAGE		
B OTHER STRUCTURES	\$23,500.00	
C PERSONAL PROPERTY	\$117,500.00	
CR3 MODIFY DEDUCTIBLE		
C1 REPLACE COST PERSONAL PROPERTY		
D LOSS OF USE	\$47,000.00	
E PERSONAL LIABILITY	\$100,000.00	
E1 ANIMAL LIABILITY	\$100,000.00	
F MEDICAL PAYMENTS	\$1,000.00	
P1 COPPER PLUMBING ENDORSEMENT	55 No. of years	
P18 TRAMPOLINE EXCLUSION		
P19 DIVING BOARD & SLIDE EXCLUSION		
U 438BFU MORTGAGEE CLAUSE		

Policy Declarations (Insured Copy)	
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Page 2	

X ROOF FOR FIRE & LIGHTNING ONLY

.....

Policy Coverage Premium (excluding fees): \$982.00

****THIS IS NOT A BILL****

Any payment information will be requested separately (if applicable). **Please read your policy carefully for coverage details.**

Please be aware that an independent inspection company will conduct the required exterior inspection of your property. You do not need to be present for the inspection to occur.

Outline of Coverage Detail

Policy No.: MNG 0093229-14 (Pay type: OTH-CHECK)

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	Coverage	Limits	Deductible	Premium
Dwelling	A DWELLING	\$235,000.00		\$913.00
	•••••			
	B OTHER STRUCTURES	\$23,500.00		INC.
Personal I	C PERSONAL PROPERTY	\$117,500.00		INC.
	C1 REPLACE COST PERSONAL PROPERTY		•••••	INC.
			•••••	•••••
Liability				
	E PERSONAL LIABILITY	\$100,000.00 		INC.
	E1 ANIMAL LIABILITY	\$100,000.00		\$13.00
	F MEDICAL PAYMENTS	\$1,000.00		INC.
	P18 TRAMPOLINE EXCLUSION			INC.
	P19 DIVING BOARD & SLIDE EXCLUSION			INC.
				•••••
Other				
	A2 ORDINANCE OR LAW COVERAGE			INC.
	D LOSS OF USE	\$47,000.00		INC.
	P1 COPPER PLUMBING ENDORSEMENT	55 No. of years		INC.
	U 438BFU MORTGAGEE CLAUSE			\$10.00
	X ROOF FOR FIRE & LIGHTNING ONLY			INC.
				••••••
Deductibl	e			
	* DED, UNLESS SPECIAL DED. BELOW		\$500.00	INC.
	CR3 MODIFY DEDUCTIBLE			\$46.00
	Policy coverage premium:			\$982.00
	POLICY FEE (Fully earned)			\$30.00
	INSPECTION FEE (Fully earned)		•••••	\$40.00
	indication ice (rully callica)			φ-υ.υυ

Policy and inspection fees, if charged, are fully earned (retained).

Total 12 Month Policy Charge

****THIS IS NOT A BILL****

Any payment information will be requested separately (if applicable).

\$1,052.00

Please read your policy carefully for coverage details.

THIS POLICY DOES NOT INCLUDE OPTIONAL EARTHQUAKE COVERAGE.

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 $July\ 05,\ 2016$

Page 5

Lienholder information

We send certain notices such as coverage summaries and cancellation notices to the following:

Impound account: YES

Lienholder

EVERHOME MORTGAGE, ADIVISON OF

EVERBANK ISAOA P O BOX 620138 DORAVILLE, GA 30362 Loan No.: 9000469913

Lienholder

EDUCATIONAL

EMPLOYEES CREDIT UNION ISAOA

PO BOX 25273

FORT WORTH, TX 76124 Loan No.: 009501192 Lienholder

GATEWAY BUSINESS BANK

DBA MISSION HILLS MORT BANKERS ISAO

PO BOX 22017

SANTA ANA, CA 92702-2017

Loan No.: 123301024

Insured Property Characteristics

Dwelling

Year of construction:
Type:

Living Area Square Footage: Number of Units:

......

Dwelling Category: Garage:

Porches/Decks:

Fireplace(s):

Estimated Value:

Additional Adjustment:

Insured Value:

Dwelling Valuation Method:

Roof

Material: COMP
Condition: Unknown
Stated Age: 55

Roof Type: Unknown

\$235,000.00 PSIC

2 Car 400 Sq. Ft.

\$156,000.00

1961

FRME

1

STD

1,376

The dwelling coverage should be an amount sufficient to replace the home in the case of a total loss. Please reference the requirements of Insurance Regulation 2188.65 regarding estimating dwelling replacement cost. Please be aware that it is ultimately the insured's responsibility to obtain adequate insurance coverage. If you feel that the dwelling replacement cost estimated above is insufficient, you should increase the coverage to the amount you feel is appropriate.

The following statement is required by California Insurance Code Section 10103: "The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home."

Policy Declarations (Insured Copy)

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Your policy does not contain the following coverage options:

- AP PREMIER PACKAGE
- A1 25% EXTENDED REPLACEMENT COST
- A6 WATER BACKUP COVERAGE
- C2 ENHANCEMENT-JEWELRY, GOLDWARE
- C3 COMPUTER EQUIP. (SEE SUBLIMITS)
- C3A PERSONAL COMPUTER SYSTEMS
- C3B PERSONAL COMPUTER PROGRAMS
- C3C DATA RE-CREATION
- C4 HOME FREEZER CONTENTS COVERAGE
- C5 SCHEDULED PERSONAL PROPERTY
- C6 INCR.UNSCHED.PROP.IN BUSINESS
- D1 SUPERIOR HOME PROT. PACKAGE
- E2 PERSONAL INJURY LIABILITY
- E3 PERS. LIA. EXTENDED TO OTHER
- H EARTHQUAKE
- I1 IDENTITY THEFT
- I2 IDENTITY THEFT WITH ID ALERT

Please contact your producer to learn about these coverage options.

Your policy premium does not incude the following premium credits:

- CRF TILE ROOF CREDIT
- CRG GATED COMMUNITY CREDIT
- CR1 BURGLARY PROTECTION CREDIT
- CR2 FIRE PROTECTION CREDIT
- GRC GATED RETIREMENT COMM. CREDIT
- MPD MULTI POLICY DISCOUNT
- S NEWER HOME CREDIT

Please contact your producer to see if you qualify for any additional premium credits.

If a payment plan is utilized, a fully earned service charge will be added for each installment payment made by the Insured. The maximum service charge applied per installment payment is are determined at the time a payment plan is selected. Service charges are not charged on down payments, on installments not tendered due to early payment of your premium balance, or on the entire premium payment. An installment invoice will be sent to the Insured detailing the required payment amount and payment due date. Payments must be received in our office prior to the due date or the policy will be cancelled for non-payment of premium.

\$10.00. Service charges

Fraud Statemen

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Any revisions, changes and/or corrections made on the printed application after the information has been submitted online are not reflected on this Declarations page and are not part of the application for insurance. If any information on the Declarations page is inaccurate, please notify us in writing via US Mail to:

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> McGraw Insurance Service ATTN: Underwriting Dept. PO BOX 40 Anaheim, CA 92815-0040

For claims reporting, please call: 1--800--962--1172.

For policy service, please call: (559)-224-8222.

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Important Information About Your Policy

Based on the information you have provided, your policy has been issued subject to the following coverage forms and endorsements. Please note that some of these endorsements may limit certain portions of your coverage. Others add optional coverages that you have selected. These are summary descriptions only. Please read the actual policy forms and endorsements to determine the exact level of coverage your endorsed policy provides. We highly recommend reviewing your coverage with your insurance producer.

HO-3 (Ed. 7.2

1O-3 Homeowners Policy

This is your basic coverage form and it is subject to the various endorsements noted below.

CAM1 (Ed. 1)

Registered Domestic Partner Coverage

This endorsement provides state-mandated coverage for a registered domestic partner.

HO-90 (9-84)

Workers' Compensation

This endorsement provides state-mandated workers compensation coverage for residence employees.

 $NM\text{-}CA\text{-}MEPL\,(04.02)$

Mold Exclusion

This endorsement excludes coverage for losses stemming directly or indirectly from mold, fungi, mildew, spores, wet or dry rot, or similar organisms, regardless of cause.

NM-CA-PO1 (11/01)

Pathogenic Organisms Exclusion

This endorsement excludes coverage for losses stemming directly or indirectly from bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

NM-CA-TW1 (05/02)

Terrorism and War Exclusion

This endorsement further defines the terms "terrorism" and "war" and excludes loss due to either from your policy.

NYM1

Your Privacy and Its Protection

This endorsement memorializes the steps we will take to safeguard your personal information.

NY07

Mortgage Clause

This endorsement outlines the loss payable procedure when a mortgage company is listed in the Declarations.

PM1-C A-HO (Ed. 2)

California Amendatory Endorsement for Homeowners Policies

This endorsement alters some of the cancellation and non-renewal provisions of your policy form to adhere to current California insurance laws and regulations.

PM11 (Ed. 5)

Increased Deductible for Loss or Damage C aused by Tenants

This endorsement notes that, should a loss occur by deliberate act(s) by a present or past tenant of the property, the deductible will be increased to \$2,500. This endorsement is not applicable if the policy deductible stated in the Declarations is \$5,000.

PM17 (Ed. 2)

Loss Settlement Provision for California Residential Property Policies

This endorsement amends the loss settlement provision of your policy to provide you with an option to make a claim under this policy for loss or damage to buildings on an actual cash value basis.

PM18 (Ed. 1

Trampoline Exclusion

This endorsement excludes coverage for any loss stemming from the use or presence of a trampoline on the insured premises.

PM19 (Ed. 1)

Swimming Pool Diving Board and Slide Exclusion

This endorsement excludes coverage for any loss stemming from the use or presence of a swimming pool slide, diving board, or similar structure on the insured premises.

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PM20 (Ed. 2)

Inflation Guard

This endorsement automatically increases your dwelling coverage limit 3% annually to help the amount of coverage provided by your policy to keep pace with inflation. However, it is important that you periodically review the coverage provided by your policy as the amount and type of insurance you purchased is ultimately your decision. This includes ensuring that you have adequate coverage in the event of a large or total loss.

PM22 (Ed. 5)

Preferred Package Endorsement

This endorsement increases special limits of personal property.

PM3 (Ed. 4)

Occupancy Endorsement (Primary Residence Only)

This endorsement notes that, should your property become vacant or unoccupied, your policy will only provide coverage for the perils of fire or lightning, windstorm or hail (unless otherwise excluded), smoke, or volcanic eruption. No other coverage will be afforded by your policy until the property is no longer vacant or unoccupied.

PM34 (Ed. 1)

\$2,500 Sublimit for Late Wildfire Claim Reporting

This endorsement adds a special limit of coverage to your policy of \$2,500 total property and dwelling coverage for wildfire smoke, soot and ash damage not reported to us within forty-five (45) days.

PM4 (Ed. 1)

Satellite Dish Exclusion

This endorsement excludes coverage for satellite dishes, antennas, their components and mounting hardware.

PO53 (Ed. 1)

Preferred Theft Coverage

This endorsement enhances theft coverage in the policy form by including coverages such as losses caused by theft that occurs away from the residence premises.

Form No. PO16 (Ed. 2)

Ordinance or Law Coverage

This endorsement amends the loss settlement provision of your policy to include coverage, subject to your policy limits, for upgrades in building construction that are required due to building codes, laws or ordinances.

Form No. PO5-HO $(Ed.\ 2)$

Personal Property Replacement Cost

This coverage amends the loss settlement provisions of your policy form to provide coverage for personal property (Coverage C) on a replacement cost basis. If this endorsement is not applied, personal property is settled on an actual cash value basis, with the deduction of depreciation.

Form No. PO14 (Ed. 3)

Limited Animal Liability Coverage

This endorsement limits the animal liability coverage provided by the policy. When optional animal liability coverage is purchased, your policy provides liability coverage for some animals, but excludes coverage for exotic or unusual pets, certain specified breeds of dogs and any animal known to be vicious or with a previous bite history.

Form No. PM7 (Ed. 3)

Copper Plumbing Agreement

When you applied for insurance, you indicated that 100% of the pressurized plumbing in your dwelling is constructed from copper plumbing. This endorsement excludes coverage for your plumbing and any loss stemming from your plumbing system if it is determined that 100% of the pressurized plumbing in your dwelling is not copper.

Form No. 438BFU $(Ed.\ 2)$

Lender's Loss Payable Endorsement

This endorsement amends loss payment provisions of your policy for the lienholder noted on your policy Declarations.

Form No. PM5 (Ed. 2)

Roof for Fire and Lightning Only Endorsement

This endorsement excludes coverage to the roof of your dwelling and interior damage due to the failure of the

Policy No.: MNG 0093229-14 (Pay type: OTH-CHECK)

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roof caused by all perils except for fire and lightning.

Internal print codes:

CA-HO3(P)-POL (Ed. 3.2); CA-HO3(P)-END (Ed. 11)

Policy Declarations (Insured Copy)
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July 05, 2016
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INSURED NAME: ABRAHAM PIMENTEL
PRODUCER: B16501-ABRAHAM PIMENTEL

*** PLEASE READ CAREFULLY ***

New California Law 2013 CA AB 1804

Additional Notification on Policy Issues

Effective January 1, 2016, California Law requires an insurer to allow an applicant or policyholder to designate one additional person to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of a policy for nonpayment of premium, as specified. The individual designated by the policyholder does not have any rights, whether as an additional insured or otherwise, to any benefits under the policy, other than the right to receive the notice of lapse, termination, expiration, nonrenewal, or cancellation for nonpayment of premium.

- The policyholder must ask the company to add a designated individual within 30 days from the date of mailing of this notice or it shall be conclusively presumed that you have not accepted this offer.
- The individual will be added to the policy to receive notice effective on the date the acceptance of this offer is received by us.
- It is the responsibility of the policyholder to notify the company of any changes and/or corrections to the designated individual's name and address.
- To remove or change a designated individual, the company must receive a request signed by the named insured.

To accept this offer, please sign and date below and return this page.

The undersigned acknowledges that the following individual will be added as a designated individual, requested by the policyholder, to receive notice (of lapse, termination, expiration, nonrenewal, or cancellation of a policy for nonpayment of premium, as specified).

		
		·
State:	Zip Code:	
construes Dequired)	Date:	
	State:	State:Zip Code:

07/05/2016

Policy No.: MNG 0093229-14 (Pay type: OTH-CHECK)

July 05, 2016

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THE MCGRAW GROUP OF AFFILIATED COMPANIES

PRIVACY POLICY

The McGraw Group of Affiliated Companies (hereafter "The McGraw Group") values you as a customer. We understand that the basis for our relationship is the trust you have placed in all of the affiliated McGraw Group companies. To help maintain that trust and to demonstrate our commitment to you and your privacy, The McGraw Group has adopted this privacy policy.

This privacy policy explains our promise to protect the privacy of nonpublic personal and financial information (NPFI) we obtain about you. It also lists:

- Types and sources of NPFI we may collect.
- Affiliates and non-affiliates affected by this policy.
- Your privacy options regarding the sharing of any NPFI we collect.

Our Promise to Protect Your Privacy

It is the policy of The McGraw Group and all of its affiliated companies to safeguard all NPFI we obtain from any source about you and our other customers. In accordance with this policy, we promise to:

- Safeguard any NPFI customers share with us.
- Limit the collection and use of our customers' NPFI.
- Permit only authorized employees and third-party entities, who are trained in the proper handling of our customers'
 NPFI, to have access to such information.
- **Not reveal** any NPFI about any of our customers to non-affiliated third parties. The only exception is for those entities to whom we must release NPFI in order to fulfill a request for services or a product by a customer, or to comply with law, government regulators or a court order.
- Maintain control of our customers' NPFI. This is accomplished through the use of physical, electronic and procedural safeguards.
- Attempt to maintain the accuracy of our customers' NPFI.
- Protect your NPFI, even if you cease to be our customer.
- Never, under any circumstances, sell our customers' NPFI.

NPFI We Collect

The NPFI we collect about you comes from the following sources:

- 1. Information we receive from you on an application or other forms. This may include your name, phone number, home and e-mail addresses, driver's license number, social security number, marital status and family member information.
- 2. Information about your transactions with us or our affiliates, such as your premium payment history, and
- 3. Information we receive from non-affiliated third parties when authorized by state law. Examples are:
 - Your driving record.
 - Your claims history.
 - Your credit history.
 - Home inspection report.

We only use this information to perform a service or provide a product that you have requested.

NPFI We May Share with Affiliates

We only disclose NPFI to affiliates when you request a specific service or product that requires such disclosure, or for marketing purposes to make you aware of other products and services we provide. We do not provide NPFI to <u>any</u> non-affiliated entities for marketing purposes.

The McGraw Group of Affiliated Companies

Affiliated Entities of The McGraw Group to Whom We May Share NPFI

Under the terms of this privacy policy, an affiliated entity of The McGraw Group is any company that is under the direct and exclusive control of the The McGraw Company's and Western Service Contract Corp.'s common shareholders. This includes:

- Western Service Contract Corporation;
- Pacific Specialty Insurance Company;
- Pacific Specialty Property and Casualty Company,
- The McGraw Company dba McGraw Insurance Services, dba McGraw Specialty Insurance Services, and dba McGraw Commercial Insurance Services;
- Pacific Loan Administrators; and
- Rockridge Finance Corporation.

Non-Affiliated Third Parties to Whom We May Share NPFI

We may obtain or share NPFI with the following non-affiliated third party entities in order to provide a product you have requested:

- Companies that provide information needed to underwrite or otherwise process, perform or provide a service or product that you have requested, but only when authorized by state law. This may include:
 - Companies that provide information about your driving record.
 - Companies that provide credit history.
 - > Companies that provide information about your claims history with both affiliated and non-affiliated entities.
- Non-affiliated entities when:
 - Permitted by law.
 - Required by court order.
 - Requested by government regulators for statistical reporting or state/federal compliance matters.

Our Security Procedures

We protect the privacy of your NPFI through a combination of physical, electronic and procedural security safeguards. In total, these safeguards allow only trained and authorized employees and third party entities, such as law enforcement, to have direct access to any NPFI that we collect and maintain about you.

Website

The McGraw Group does not collect any online information about you other than the NPFI you provide us through your producer. IP addresses are never stored on our server and cookies are never sent from our server to the hard drive of any Website user. Our secure server uses a Secure Sockets Layer to safeguard all NPFI received via online quotes and purchases. All NPFI is protected using 128-bit encryption.

Your Privacy Options

As noted in this policy, The McGraw Group does not share your NPFI with any affiliated or non-affiliated entities, except as provided by law or as authorized by you in order to perform a service or provide a product that you have requested. Since there are no marketing agreements or other arrangements in place where we share your NPFI with non-affiliated third party entities, it is not necessary for you to "opt-out" of our sharing your NPFI.

You have the right to review and correct any of your NPFI on file with our company. Should you wish to review this information, please fax our Privacy Coordinator at (650) 780-4848 or write to us at:

The McGraw Group of Affiliated Companies 3601 Haven Avenue Menlo Park, CA 94025-1064

We evaluate our privacy practices frequently and are interested in any experience you have that is contrary to this privacy policy. Should you have any questions, concerns, or suggestions about this policy, please do not hesitate to let us know.

This privacy policy can also be viewed on our Websites at www.psic-onespot.com, www.psic-onespot.com, www.psic-onespo

Thank you for placing your trust and confidence in us.



Policy Form No.: HO-3 (Ed. 7.2)

Policy Form No.: HO-3 (Ed. 7.2)

TABLE OF CONTENTS

AGREEMENT

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

DEFINITIONS

certain words and phrases are defined as follows refer to the Company providing this Insurance. In addition **insured**" shown in the Declarations and the spouse if a resident of the **residence premises**. "**We**," "us" and "our" In this policy, "you" and "your" refer to the "named

- condition at the time of loss deduction for physical depreciation based upon its kind and quality, less a fair and reasonable cost to repair, rebuild, or replace the item with like "Actual Cash Value" means the amount it would
- and death resulting therefrom.
 "Business" means any full-time or part-time trade, disease, including required care, loss of services "Bodily Injury" means bodily harm, sickness or

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day care services by an **insured** to a relative of an of home day care services or the providing of home a person other than an insured. Mutual exchange includes the providing of home day care services to profession, occupation, or activity engaged in for monetary or other compensation. This definition insured is not considered a business.

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of the residence premises: "Insured" means you and the following residents

4

who are in the care of any persor Any Other persons under the age of 21 **Your** relatives

Under Section II, "insured" also means With respect to animals to which this policy applies, any person or

9 organization legally responsible for these animals which are owned by **you**

> permission of the owner is not an the course of any business or without or having custody of these animals in or any person included in 4a or 4b above. A person or organization using

insured;

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(2)

"Insured location" means

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- a residence and structures and grounds used by you as The part of any other premises, other
- Which is shown in the
- (7) the policy period for your use as Which is acquired by you during
- above; connection with a premises in 5a or 5b Any premises used by you in

9

- owned by or rented to an insured Vacant land, other than farm land
- Individual or family cemetery plots or
- burial vaults of an insured Land owned by or rented to an
- business purposes rented to an insured for other than Any part of a premises occasionally
- during the policy period, in: the same general harmful conditions, which results
- Bodily injury; or
- An employee of an insured whose
- elsewhere not related to the business One who performs similar duties

<u>,</u>

this policy applies With respect to any vehicle to which

SECTION I - LOSS DEDUCTIBLE

of any person included in 4a or 4b above; or employment or the employment Persons while engaged in your

Any other person using the vehicle on an **insured location** with your permission.

ne residence premises;

- 3
- Declarations; or

- temporarily residing an insured and where an insured is Any part of a premises not owned by
- ტ
- for an insured dwelling is being built as a residence insured on which a one or two family
- "Occurrence" means an accident, including continuous or repeated exposure to substantially

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- b. **Property damage**.
 "**Property damage**" means physical injury to, destruction of, or loss of use of tangible property 'Residence employee" means:
- services; or including household or domestic or use of the residence premises duties are related to the maintenance
- "Residence premises" means the one family of an insured

9

dwelling, other structures, and grounds where **you** reside and which is shown as the **"residence**" premises" in the Declarations

> "Unoccupied" means neither you nor your guest a period of 30 consecutive days immediately prior damage is discovered determined, the date of loss shall be the date the to the loss. If the exact date of loss cannot be has slept overnight in the residence premises for

the deductible shall apply separately to each **occurrence** The deductible does not apply to Coverage D – Loss of Use. With respect to loss to property covered under this policy the loss over the deductible stated in the Declarations. Under Section I of the policy, we cover only that part of

SECTION I - PROPERTY COVERAGES

COVERAGE A - Dwelling

We cover:

- dwelling the Declarations used principally as a private residence, including structures attached to the The dwelling on the **residence premises** shown in
- \dot{b} structures on the residence premises. alteration or repair of the dwelling or other residence premises for use in the construction, Materials and supplies located on or adjacent to the

which the dwelling is located This coverage does not apply to land, including land on

coverage includes: COVERAGE B – Other Structures
We cover other structures on the residence premises separated from the dwelling by clear space. This

- fence, utility line, or similar connection; Structures connected to the dwelling by only a
- Septic tanks, swimming pools, fences, driveways, and walks on the **residence premises**.

We do not cover other structures:

- ∪sed in whole or in part for any **business**; or
- Rented or held for rental to any person not a tenant garage of the dwelling, unless used solely as a private

which other structures are located This coverage does not apply to land, including land on

COVERAGE C - Personal Property

We cover personal property owned or used by an **insured**, Subject to the limits in the Declarations and provisions of this policy

property in a newly acquired principal residence is not in, at or on an **insured's** residence, other than the **residence premises**, is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. Personal begin to move the property there. subject to this limitation for 30 days from the time you Our limit of liability for personal property usually located

Property Not Covered immediately below. The special limit for each following numbered category is the total limit Special Limits of Liability. These limits do not increase or each loss for all property in that numbered category. the Coverage C limit of Liability and are subject to the terms and conditions of the entire policy, including

- notes, bullion, gold other than goldware, silver \$100 on money, numismatic property, bank other than silverware, platinum, coins and
- \$500 on property, on the residence premises, used at any time or in any manner for any

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- premises, used at any time or in any manner for \$250 on property, away from the residence any business purpose. business purpose. က်
 - notes, manuscripts, personal records, passports, \$500 on securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank tickets and stamps.

4

furnishings, equipment and outboard engines or \$500 on watercraft, including their trailers, motors

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- \$500 on trailers not used with watercraft. \$500 on grave markers. 60 1/ 80
- \$500 for loss by theft of jewelry, watches, furs, precious and semi-precious stones. \$500 for loss by theft of silverware, goldware,

6

- Silver or gold-plated ware, plateware, flatware, hollowware, tea sets, trays, pewter and platinum including:
 - Other utilitarian items made of or including silver, gold, pewter, or trophies and the like; نم
- \$500 on computers and electronic data \$500 for loss by theft of firearms. processing equipment. 6. L. 7
- \$500 on antiques, fine arts, paintings and similar whose age or collectible demand contributes to every kind, including but not limited to baseball and other card collections and similar articles memorabilia, souvenirs, collectible items of tems of rarity, antiquity or irreplaceability, their value
 - \$500 on loss by theft of rugs, carpets, or other including but not limited to cameras, dark room \$500 on all photographic and video equipment woven or knit floor coverings or wall hangings. equipment, video recorders, players, editors,

5 4 and related equipment. \$500 on all glassware and crystal, including: Decanters, goblets, tea sets, trays, rophies and the like;

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designed to be operated primarily by power from \$500 for loss to electronic apparatus, while not land conveyance, if the electronic apparatus is in or upon a motor vehicle or other motorized Other items made of or including the electrical system of the vehicle or orystal. Ö

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Electronic apparatus includes: Accessories or antennas; conveyance. αį

reproduction of sound or picture, or Tapes, wires, records, discs or other transmitting, recording, receiving or Any device or instrument for the

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\$1,000 on musical instruments. apparatus.

media for use with any electronic

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\$250 on prescription medications. \$2,000 on tools.

7. 8. 6.

Property Not Covered. We do not cover any of the following.

- Articles separately described and specifically insured in this or other insurance.
 - Motor vehicles or all other motorized land conveyances. This includes: Animals, birds or fish. <0.00
- the electrical system of motor vehicles Electronic apparatus that is designed Their equipment and accessories; or to be operated solely by power from conveyances. Electronic apparatus or all other motorized land includes e a
- accessories or antennas; recording, receiving or reproduction of sound or any device or instrument for the transmitting, £0
- discs or other media for use with any electronic tapes, wires, records. picture; or apparatus. ල

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or convevance

We do cover vehicles or conveyances not subject to motor vehicle registration which

- Used to service the **insured's**
- Designed and used for assisting the residence premises; or handicapped, نَ

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except property of roomers or boarders related to model or hobby aircraft not used or designed to Property of roomers, boarders or other tenants, contrivance used or designed for flight, except Aircraft and parts. (Aircraft means any carry people or cargo). an insured;

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Property in an apartment regularly rented or held for rental to others by an **insured**; Property rented or held for rental to others off the Electronic data of any type, including such data residence premises.

7 Ö

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- Books of account, drawings or other paper records; or stored in: ď þ
- wires, records, discs or other software media containing information or data. Electronic data processing tapes,

- But, we do cover the cost of blank or Credit cards or fund transfer cards except as unexposed records and media.
 - sample or for sale or delivery after the sale. provided in Additional Coverages 6. **Business** property in storage or held as a

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- actually conducted on the residence premises Business property away from the residence Business property pertaining to a business Έ.
 - 5
- Farm personal property. premises € 4
- health care professional. Marijuana, medicinal or Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are narcotic drugs. With the exception of marijuana, this exclusion does not apply to prescription insured following the lawful orders of a licensed not limited to cocaine, LSD, marijuana and all drugs possessed for the legitimate use by an otherwise, is not covered under any
- to grow or cultivate marijuana or cannabis plants. Watercraft that are more than 20 feet in length or Marijuana or cannabis plants, or any items used motorized with more than a 15 horsepower

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COVERAGE D - Loss of Use

The limit of liability for Coverage D is listed in the Declarations.

If a loss covered under this policy makes that part

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of the residence premises where you reside reasonable and necessary increase in living Additional Living Expense, meaning any expenses incurred by you so that you can uninhabitable, we cover:

maintain your normal standard of living.

Payment shall be for the shortest time required to permanently relocate, the shortest time required repair or replace the damage or, if you for you to settle elsewhere.

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residence premises as a result of direct damage Living Expense for a period not exceeding two (2) If a civil authority prohibits you from use of the Against in this policy, we cover the Additional to neighboring premises by a Peril Insured weeks during which use is prohibited

The periods of time above are not limited by expiration of this policy.

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

ADDITIONAL COVERAGES

THE FOLLOWING ADDITIONAL COVERAGES ARE SUBJECT TO ALL THE TERMS, PROVISIONS, EXCLUSIONS AND CONDITIONS OF THIS POLICY.

- Debris Removal. We will pay your reasonable expense for the removal of:
- Insured Against causes the loss; or Debris of covered property if a Peril αj
- eruption that has cause direct loss to a Ash, dust or particles from a volcanic building or property contained in a building o.

This expense is included in the limit of liability of Coverage A. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability of Coverage A, an additional 5% of the Coverage A limit of liability is available for debris removal

We will also pay your reasonable expense for the Coverage C causes the tree to fall. Our limit of liability for this coverage will not be more than premises if the fallen tree damages covered property and a Peril Insured Against under removal of fallen trees from the residence \$500 in the aggregate for any one loss.

Water and moisture are not debris for purposes of asbestos testing, abatement and/or removal. Debris removal coverage does not include

made as a preventative measure prior to an actual Reasonable Repairs. We will pay the reasonable liability that applies to the property being repaired. This coverage does not relieve **you** or **your** duties, in case of loss to covered property, as set necessary repairs made solely to protect covered property from further damage provided coverage is ultimately afforded for the loss. We will not pay loss. This coverage does not increase the limit of for repairs or damage caused by an excluded or non-covered peril. We will not pay for repairs cost incurred by you for reasonable and forth in Section I – Condition 2.c.

resident of the **residence premises,** vandalism or fire or lightning, explosion, riot or civil commotion, trees, shrubs, plants or lawns, on the **residence premises** for loss caused by the following perils, aircraft, vehicles not owned or operated by a Shrubs and Other Plants. We cover malicious mischief, or theft. Trees, 9

lawns, nor more than \$500 for any one tree, shrub exceed 5% of the limit of liability that applies to The limit of liability for this coverage shall not or plant. We do not cover property grown for Coverage A for all trees, shrubs, plants and business purposes. We also do not cover cannabis plants or marijuana plants.

This coverage is additional insurance.

Fire Department Service Charge. We will pay up to \$250 for your liability assumed by contract or agreement for fire department charges incurred 4



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applies to this coverage coverage is additional insurance. No deductible of the city, municipality or protection district charges if the property is located within the limits protect covered property from a Peril Insured Against. **We** do not cover fire department service furnishing the fire department response. This when the fire department is called to save or

property removed. change the limit of liability that applies to the covered for direct loss from a peril insured against Property Removed. We insure covered property for no more than 30 days. This coverage does not Insured Against. While removed, the property is removed from a premises endangered by a Peril

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We will pay up to \$500 for Counterfeit Money Credit Card, Fund Transfer Card, Forgery and

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- credit cards issued to or registered in an because of the theft or unauthorized use of insured's name; The legal obligation of an insured to pay
- withdrawal or transfer of funds, issued to or of a fund transfer card used for deposit Loss resulting from theft or unauthorized use registered in an **insured's** name;
- alteration of any check or negotiable Loss to an insured caused by forgery or instrument; and
- Canadian paper currency. good faith of counterfeit United States or Loss to an insured through acceptance in

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transfer card is issued conditions under which the credit card or fund if an insured has not complied with all terms and premises, a person who has been entrusted with transfer card by a resident of the residence the credit card or fund transfer card, or any persor We do not cover use of a credit card or fund

pursuits or dishonesty of an insured We do not cover loss arising out of business

by any one person or in which any one person is concerned or implicated is considered to be one All loss resulting from a series of acts committed

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

entire building or any part of a building structure damage caused by collapse of pipes, casings, This coverage does not apply to property property caused by the actual collapse of the We insure for the direct physical loss to covered

down to the ground of a building or any part of a Collapse means the sudden and actual falling

> of the building collapse even if it has separated from another part in a state of collapse. A part of a building that is standing is not considered to be in a state of of falling down or caving in is not considered to be or bowing of a building or any part of a building. A cracking, shrinking, bulging, expansion, sagging building or any part of a building that is in danger building. Collapse does not include settling,

building or any part of a building must be caused by one or more of the following:

a. Fire or lightning, windstorm or hail, explosion For coverage to apply, the collapse of an entire

- objects, freezing or volcanic eruption;
- or should be known to an insured prior to Hidden decay of the building structure, unless the presence of such decay is known
- damage is known or should be known to an **insured** prior to collapse; Hidden insect or animal damage, unless the
- Ω Weight of people, animals, equipment, or personal property
- on a root.

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cesspool, septic tank, foundation, retaining wall, swimming pool, underground pipe, flue, drain bulkhead, pier, wharf or dock is not included

liability applying to the damaged covered property.

00 coverage applies only to loss assessments charged against **you** as owner of the **residence premises**. This coverage does not increase the limit of liability. before, during or after a volcanic eruption. This than earthquake or land shock waves or tremors Insured Against under Coverage A – Dwelling, other by all property owners collectively, caused by a Peril made as a result of direct loss to the property, owned owners by a corporation or association of property charged during the policy period against all property assessments, for **your** share of any loss assessment higher limit if specified in the Declarations for loss Loss Assessment. We will pay up to \$1,000, or a This only applies when the assessment is

owners by any governmental body **you** or a corporation or association of property

SECTION I - PERILS INSURED AGAINST

damage caused by:

- vandalism or malicious mischief, theft, falling propelled missiles and spacecraft, vehicles, riot or civil commotion, aircraft including self-Fire or lightning, windstorm or hail, explosion
- ဂ
- Weight of snow, ice, or sleet which collects
- ø

a direct result of the collapse of a building. under items b, c, d, or e above, unless the loss is Loss to an awning, fence, patio, pavement

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This coverage does not increase the limit of

land on which the dwelling is located. This coverage does not apply to land, including

We do not cover loss assessments charged against

to property described in Coverages A and B except for

Collapse, other than as provided in Additional

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- care to constructed unless you have used reasonable caused by freezing. This exclusion applies only while the dwelling is **unoccupied** or being or overflow from within the system or appliance a household appliance, or by discharge, leakage or automatic fire protective sprinkler system or of Freezing of a plumbing, heating, air conditioning
- Maintain heat in the building;
- ice, whether driven by wind or not, to a: Freezing, thawing, pressure or weight of water or

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- swimming pool
- bulkhead; or
- Theft in or to a dwelling under construction, or of
- is **unoccupied** at the time of loss. glass and safety glazing materials if the dwelling Vandalism, malicious mischief or breakage of
- whether the continuous or repeated seepage or system or from within a household appliance conditioning or automatic fire protective sprinkler water or steam over a period of weeks, months or Continuous or repeated seepage or leakage of leakage of water or steam was known to the years from within a plumbing, heating, air
- Ssol
- mechanical breakdown; Inherent vice, latent defect,
- agricultural smudging or industrial operations;
- roads, curbs or driveways. toundations, pools, sidewalks, Insects or all other animals
- seepage, migration, release or escape is itself cause by a seepage, migration, release the discharge, dispersal, or escape of pollutants unless Discharge, dispersal,

OTHER STRUCTURESWe insure for sudden and accidental direct physical loss **COVERAGE A - DWELLING and COVERAGE B -**

- Ö Shut off the water supply and drain the system or

- unless the dwelling is occupied materials or supplies for use in the construction

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- marring, deterioration;
- Smog, smoke from wet or dry rot

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- appliances of water
- +ence, pavement, patio or
- Foundation, retaining wall or
- Pier, wharf or dock
- insured or not
- Theft if the dwelling is **unoccupied** at the time of
- Any of the following:

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- Wear and tear, electrolysis,
- Ö Rust or other corrosion, mold
- Œ α Tree roots to pipes, patios
- g T

Coverage C of this Policy Peril Insured Against under

recycled, reconditioned or includes materials to be chemicals and waste. Waste including smoke, vapor, soot fumes, acids, alkalis, irritant or contaminant, Pollutant means any solid liquid, gaseous or thermal

Losses excluded under Section I - Exclusions.

COVERAGE C - PERSONAL PROPERTY

Exclusions. We insure for sudden and accidental direct physical loss to the property described in Coverage C cause by a peril listed below unless the loss is excluded in Section I –

Fire or lightning.

caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the enclosed building outboard motors, only while inside a fully and its trailers, furnishings, equipment, and this opening. This peril includes loss to watercraft the rain, snow, sleet, sand or dust enters through building causing an opening in a roof or wall and loss to the property contained in a building Windstorm or hail. This peril does not include

Explosion

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4 Riot or civil commotion.

Ġ spacecraft. Aircraft, including self-propelled missiles and

- g to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the residence premises Vehicles. This peril does not include loss caused
- industrial operations. caused by smoke from agricultural smudging or from smoke. This peril does not include loss Smoke, meaning sudden and accidental damage
- unoccupied at the time of loss. Vandalism or malicious mischief. This peril residence premises if the dwelling was does not include loss to property in or on the

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This peril does not include loss caused by theft:

- a. Committed by:
 (1)
 (2)
- an insured
- a tenant of the
- ω or resident of a tenant's an employee of a tenant residence premises; or household.

- construction until the dwelling is occupied; or In or to a dwelling under construction, or of materials and supplies for use in the Ö Ö
 - While the residence premises is rented to other than an insured, or:
- bullion, gold, goldware, Money, bank notes, silver, silverware, Ξ
 - passports, tickets and pewterware, platinum, notes other than bank Securities, accounts, deeds, evidences of debt, letters of credit notes, manuscripts, coins and medals; stamps; or $\overline{0}$

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Jewelry, watches, furs, semiprecious stones. precious and <u>(C)</u>

This peril does not include loss caused missing property or mysterious disappearance of residence premises by a relative of an insured, does not provide coverage for lost, misplaced or occurs away from the residence premises, watercraft, trailer or camper. This peril This peril does not include loss caused by theft including but not limited to property within a by theft that occurs to property in or on the a tenant, guest, invitee or licensee. vehicle,

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

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damage to a building or property contained in the Weight of ice, snow or sleet which causes

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conditioning or automatic fire protective sprinkler Accidental discharge or overflow of water or system or from within a household appliance steam from within a plumbing, heating, air

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To the appliance or system from which the This peril does not include loss: αj

- Caused by or resulting from freezing, except water or steam escaped; ن م
 - as provided in the peril of freezing below; On the **residence premises** caused by accidental discharge or overflow which
- If the dwelling is unoccupied at the time of occurs off the residence premises. ~
- appliance for heating water. We do not cover loss cracking, burning or bulging of a steam or hot automatic fire protective sprinkler system, or an water heating system, an air conditioning or Sudden and accidental tearing apart,

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caused by or resulting from freezing under this peril.

automatic fire protective sprinkler system or of Freezing of a plumbing, heating, air conditioning a household appliance. 4

This peril does not include loss on the residence premises while the dwelling is unoccupied, unless you have used reasonable care to:

- Shut off the water supply and drain the Maintain heat in the building; or system and appliances of water.
- including but not limited to audio equipment such players and gaming devices, computers, printers, artificially generated electrical current. This as stereos, MP3 players and cellular phones, video equipment such as televisions, DVD peril does not include electronic devices, Sudden and accidental damage from and photography equipment.
- Eruption other than loss caused by earthquake, land shock waves or tremors. Volcanic 9

SECTION I - EXCLUSIONS

- We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. Ä
- Ordinance or Law, meaning enforcement of construction, repair, or demolition of a building or other structure, unless specifically provided under this policy. This includes the any ordinance or law regulating the

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- Requirements which result in a following: ๙
- loss in value to property; Requiring any **insured** or others to test for, monitor, clean up, respond to, or assess the effects remove, contain, treat, detoxify or neturalize, or in any way pollutants: or ď

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remediation and /or abatement. Requiring asbestos testing, Ö

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Pollutant means any solid, liquid, gaseous or materials to be recycled, reconditioned or smoke, vapor, soot, fumes, acids, alkalis, thermal irritant or contaminant, including chemicals and waste. Waste includes

This exclusion applies whether or not the property has been physically damaged.

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before, during or after a volcanic eruption; landslide; erosion, mine or wind subsidence; Earth Movement, includes but is not limited contributed to, or aggravated by earthquake, including land shock waves or tremors mudflow; earth expanding, contracting, to any loss caused by, resulting from,

settling, shrinking, sinking, rising or shifting; Unless direct loss;

- By fire; αį ف
- building, storm door or storm By explosion other than the explosion of a volcano; or To glass or safety glazing material which is part of a window by breakage;

Ensues and then we will pay only for the ensuing loss. Water Damage, meaning any loss caused by, resulting from, contributed to or aggravated by:

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- water or spray from any of these, tidal water, overflow of a body of whether or not driven by wind; Water which backs up through Flood, surface water, waves, ત્વં ن
 - Water which overflows from a sewers or drains; Ö
- Water below the surface of the exerts pressure on or seeps or sidewalk, driveway, foundation ground, including water which leaks through a building, sump or sump pump; or swimming pool or other structure. ö

Direct loss by fire, explosion or theft resulting from water damage is covered.

- the interruption takes place off the residence on the residence premises, we will pay only interruption of power or other utility service if premises. If a Peril Insured Against ensues for loss caused by the ensuing peril. Power Interruption, meaning the
- Neglect, meaning neglect of the insured to preserve property at and after the time of a use all reasonable means to save and oss.
- insurrection, rebellion, revolution, warlike act any of these. Discharge of a nuclear weapon will be deemed a warlike act even if purpose, and including any consequence of destruction or seizure or use for a military War, including undeclared war, civil war, by a military force or military personnel, accidental.
- Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of Section I -Conditions. 7
- Intentional Loss, meaning any loss arising out of any act committed by or at the direction of an **insured**. œ
- Pipes; Pipes including Concrete Slabs Enclosing Pipes. We do not insure the cost of tearing out, മ്

repair and/or replacing any pipes including concrete slabs enclosing pipes.

- financial interest in your property if the or property expected or intended to cause property damage. indirectly from damage done to your property, by you or your family member or anyone having a damage is done with malicious intent which is We do not cover any loss, resulting directly or Ö
- We do not cover settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings. \Box
- manufacturing, production or operation, engaged in: We do not insure for loss resulting from any ш
- processing of chemical, biological, animal or The growing of plants; or The manufacture, production, operation or plant materials.
- Coverages A and B not excluded or excepted in this However, any ensuing loss to property described in Coverages A and B caused by any of the following. We do not insure for loss to property described in policy is covered.
- weather conditions contribute in any way with a cause or event excluded in paragraph A. Weather conditions, including rainfall. However, this exclusion only applies if above to produce the loss:
 - Acts or decisions, including the failure to act or decide, of any person, group, ζi
- Planning, zoning, development organization or governmental body, Faulty, inadequate or defective ี่

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- Design, specifications, surveying, siting; ď
 - construction, renovation, remodeling, grading, workmanship, repair, compaction;
- construction, renovation or Materials used in repair Ö
 - remodeling; or Maintenance. ö

Of part or all of any property whether on or off the **residence premises**.

SECTION I - CONDITIONS

- more than one person has an insurable interest In the property covered, **we** will not be liable: Insurable Interest and Limit of Liability. Even if
 - To any insured for more than interest at the time of loss; or For more than the applicable the amount of an insured's ๙ Ö
 - limit of liability;

Whichever is less.

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to provide coverage under this policy if you fail to which this insurance may apply, we have no duty comply with the following duties and your failure Your Duties After Loss. In case of a loss to



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a. Give immediate notice to us or	duties must be performed by you , an insured or a representative of either	to comply is prejudicial to us. These following
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- Ö or Fund Transfer Card coverage, also immediately notify the credit broker. You must file a police report if the cause of loss is theft burglary, robbery, vandalism or in case of loss under Credit Card card or fund transfer card be included in the police report. property stolen or damaged must malicious mischief. A list of all **your** licensed insurance agent or
- expenditures; accurate record of repair protect the property and keep an necessary repairs required to damage, make reasonable and Protect the property from further ω

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require: As often as **we** reasonably

Exhibit the damaged

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- 2 documents we Provide us with request and permit records and property
- knowledge and belief forth, to the best of your sworn proof of loss which sets after **we** request, **your** signed Submit to **us**, within 60 days us to make copies

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- (2) 3 of loss The interest of an The time and cause
- and all others in the encumbrances on property involved insured and all
- 4 ω which may cover the Other insurance Changes in title or OSS

the property

occupancy of the

property during the

- 9 for repair of the any damaged Specifications of term of the policy detailed estimates building and
- 6 damaged personal property An inventory of
- 3 expenses incurred additional living Receipts for

- Prepare an inventory of inventory all bills, receipts and and amount of loss. Attach to the description, actual cash value showing in detail, the quantity damaged personal property related documents that justify the cause of the loss the amount and coverage, stating Counterfeit Money Card, Forgery and Card, Fund Transfer under the Credit supporting a claim
- settled as follows: Loss Settlement. Covered property losses are
- 23 whether or not attached to heating and cooling units, Awnings, carpeting, domestic Personal property: appliances, outdoor antennas
- at actual cash value at the time of loss to repair or replace. but not more than the amount required

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- (2) and the dwelling or covered other
- repair or replace at actual cash value at the time of loss
- depreciation, subject to the following: replacement cost without deduction for Buildings under Coverage A or B at

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- of insurance in this policy on the the smallest of the following and without deduction for cost of repair or replacement of the building immediately more of the full replacement cost damaged building is 80% or amounts depreciation, but not exceeding after application of deductible before the loss, we will pay the
- (a) The limit of liability
- <u>0</u> 9 necessarily spent to The amount actually and the same premises; or construction and use on building for equivalent the damaged part of the The replacement cost of

- 08 Evidence or affidavit
- igures in the inventory.
- and outdoor equipment including
- Structures that are not buildings:

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- The roof or roof components of
- but not more than the amount required to
- If, at the time of loss, the amount
- under this policy that applies to the building,

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repair or replace the S

- inside the foundation walls supports which are below the of the full replacement cost of In determining the amount of and drains. underground flues, pipes, wiring below the surface of the ground there is no basement, which are lowest basement floor, or where foundations, piers and other value of excavations the loss, you shall disregard the the building immediately prior to insurance required to equal 80%
- **£** replace the damage is more than \$1,000 or more than 5% of the damage until actual repair or replacement is complete. Once the actual cash value of the is less, we will pay no more than amount of insurance in this When the cost to repair or as noted in c.(1) and c.(2) above completed, we will settle the loss actual repair or replacement is policy on the building, whichever
- set we may elect to: Loss to a Pair or Set. In case of loss to a pair or
- Pay the difference between actual cash part or set to its value before the loss; Repair or replace any part to restore the ٩

value of the property before and after the

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Glass Replacement Loss for damage to glass caused by a Peril Insured Against will be settled on

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- If, at the time of loss, the amount of insurance in this policy on the exceeding the limit of liability of the following amounts, but not to the loss, we will pay the larger of the building immediately prior 80% of the full replacement cost damaged building is less than under this policy that applies to
- he actual cash value
- ਭ bears to 80% of the damaged building this policy on the amount of insurance in cost to repair or of that part of the building replacement cost of the building which the total damaged part of the depreciation, of the deduction for That proportion of the building damaged; or replace, without
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- <u>,</u> 9
- the basis of replacement with safety glazing materials when required by ordinance or law

- ത the written request of either, each shall select a competent and disinterested appraiser and notify actual cash value or the amount of loss, then, on Appraisal. If you and we fail to agree as to the
- a the building
- shall be paid by the parties equally. or her and the expenses of appraisal and umpire shall submit their differences, only to the umpire the proceedings. The appraisers shall then civil discovery, no formal rules of evidence shall be applied, and no court reporter shall be used for requests for admissions, or other forms of formal conducted, including depositions, interrogatories means that no formal discovery shall be otherwise. For purposes of this section, informal unless you and we mutually agree covered is located. Appraisal proceedings are of record in the state in which the property the umpire shall be selected by a judge of a court accepted, the appraisers shall first select a appraiser shall be paid by the party selecting him amount of the actual cash value and loss. Each filed with this company shall determine the An award in writing, so itemized, of any two wher value and loss to each item; and failing to agree, appraise the loss, stating separately actual cash then, on request of the **insured** or this Company for fifteen (15) days to agree upon the umpire competent and disinterested umpire; and failing (20) days of the request, Where the request is the other of the appraiser selected within twenty

"informal

- Other Insurance. This insurance is excess over over the limits of liability that apply in this policy insurance written specifically to cover as excess any other valid and collectible insurance except
- in any court of law or equity unless all the twelve (12) months after inception of the loss complied with, and unless commenced within for the recovery of any claim shall be sustainable Suit Against Us. No suit or action on this policy requirements of this policy shall have been
- the property damaged with equivalent property. proof of loss, we may repair or replace an part of Our Option. If we give you written notice within 30 days after **we** receive **your** signed, sworn
- is named in the policy or is legally entitled to after we receive your proof of loss and: receive payment. Loss will be payable 30 days you. We will pay you unless some other person Loss Payment We will adjust all losses with Reach an agreement with you;
- any property abandoned by an insured Abandonment of Property. We need not accept

with us.

There is an entry of a final judgment; or There is a filing of an appraisal award

will be paid to the mortgagee and you, as policy, any loss payable under Coverage A or B includes trustee. If a mortgagee is named in this Mortgage Clause. The word "mortgagee"

damaged building

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carried on a motorized land

a trailer not towed by or

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recreational use off public roads not subject to motor

vehicle registration and: Not owned by an

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conveyance designed for

a motorized land

(5)

conveyance.

CALIFORNIA PREFERRED HOMEOWNERS POLICY Pacific Specialty Insurance Company

named, the order of payment will be the same as nterests appear. If more than one mortgagee is the order of precedence of the mortgages. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

occupancy or substantial change in risk Notifies us of any change in ownership,

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- on demand if you have neglected to pay Pays any premium due under this policy of which the mortgagee is aware; نم
- loss within 60 days after receiving notice Against Us and Loss Payment apply to from us of your failure to do so. Policy Submits a signed, sworn statement of conditions relating to Appraisal, Suit the premium; and the mortgagee. Ö

before the date cancellation or nonrenewal takes If the policy is cancelled or not renewed by **us**, the mortgagee will be notified at least 10 days

If we pay the mortgagee for any loss and deny payment to you:

- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - mortgage plus any accrued interest. In mortgagee the whole principal on the mortgage and all securities held as At our option, we may pay to the this event, we will receive a full assignment and transfer of the collateral to the mortgage debt <u>.</u>

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee claim. No Benefit to Bailee. We will not recognize any of any person or organization holding, storing or transporting property for a fee regardless of any assignment or grant any coverage for the benefit other provision or this policy.

3

Nuclear Hazard Clause. αį 4.

- uncontrolled or however caused, or any contamination, all whether controlled or "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive
- Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils consequence of any of these. ف
- This policy does not apply under Section by fire resulting from the nuclear hazard I to loss caused directly or indirectly by **nuclear hazard**, except that direct loss Insured Against in Section I. Ö
- Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption. 5

is covered.

our property. If the recovered property is returned under this policy, you or we will notify the other of the recovery. At your option, the property will be Recovered Property. If you or we recover any returned to or retained by you or it will become adjusted based on the amount you received for to or retained by you, the loss payment will be property for which **we** have made payment the recovered property. 9

SECTION II - LIABILITY COVERAGES

COVERAGE E – Personal Liability

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

Pay up to our limit of liability for the damages for any investigation and settle any claim or suit that Provide a defense at our expense by counsel of groundless, false or fraudulent. We may make which an insured is legally liable; and our choice, even if the allegations are we decide is inappropriate. ςi

obligation to defend any claim or suit ends when the amount we pay for damages resulting from the occurrence equals our limit of liability.

COVERAGE F – Medical Payments to Others

coverage does not apply to you or regular residents of the incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical surgical, x-ray, dental, ambulance, hospital, professional residence premises except residence employees. As to others, this coverage applies only:

To a person on the **insured location** with the We will pay the necessary medical expenses that are nursing, prosthetic devices and funeral services. This expenses means reasonable charges for medical,

- To a person off the insured location, if the permission of an insured; or
 - bodily injury:
 - αj
- Arises out of a condition on the insured location or the ways Is caused by the activities of an immediately adjoining; ä

insured

- Is caused by a residence employee in the course of the residence employee's o
 - Is caused by an animal owned by or in the care, custody or control of an employment by an insured; or ਰ

SECTION II - EXCLUSIONS

Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to bodily injury or property damage:

a. If an insured commits an act which is expected or intended, there is no

coverage even if the harm or injury

This exclusion applies whether or not knowledge or consent of an insured. intended, including but not limited to ordinance, committed by or with the an insured is charged or convicted. assault, battery or sexual assault; criminal law or local or municipal Arising out of the violation of a caused was not expected or

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Arising out of the failure to supervise holding for rental of any part of any Arising out of business pursuits of any insured including the rental or premises by any insured. This or negligent supervision by an insured of any person. Ö ö

Owned by an insured

a motorized golf cart when

(e)

insured location.

but only on an insured; or

used to play golf on a golf

Activities which are usual to exclusion does not apply to: Ξ

- non-business pursuits; or The rental or holding for rental of an insured location (5)
- basis if used only as a On an occasional residence <u>a</u>

not designed for travel on public roads; and

<u>a</u> <u>a</u>

insured location which is:

the maintenance of an

not subject to motor

vehicle registration.

assisting handicapped or for

conveyance designed for

a motorized land

4

course

In part for use only as a residence, unless a the occupying family single family unit is intended for use by to lodge more than two roomers or <u>a</u>

maintenance, use loading or unloading of a watercraft

The ownership,

Ξ

Arising out of:

ے

equipped with more than 25

horsepower or greater than owned, rented or borrowed;

26 feet in length, whether

In part, as an office, school, studio or private garage; boarders; or <u></u>

insured of any watercraft to Vicarious parental liability for

any person; or

3

The entrustment by an

 \overline{S}

minor using any watercraft

the actions of a child or

maintenance, use, loading

The ownership,

 \in

Arising out of;

or unloading of an aircraft;

Arising out of the rendering of or failure to render professional services;

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- Owned by any insured; Arising out of a premises;
- Rented to any insured; or E00
 - Rented to others by any that is not an insured location; insured

Arising out of the:

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insured of an aircraft to any Vicarious parental liability for

person; or

<u>(C)</u>

The entrustment by an

5

use, loading or unloading of conveyances, including any by or rented or loaned to an trailers, owned or operated motor vehicles or all other ownership, maintenance, motorized land

model or hobby aircraft not used or Caused directly or indirectly by war

designed to carry people or cargo.

An aircraft means any contrivance

the actions of a child or

minor using an aircraft.

used or designed for flight, except

including undeclared war, civil war,

insurrection, rebellion, revolution,

- entrustment by any insured conveyance to any person; of a motor vehicle or any other motorized land insured. (7)
 - Vicarious parental liability for excluded in paragraph (1) or minor using conveyance the actions of a child or (2) above. ල

This exclusion does not apply to:

weapon will be deemed a warlike act seizure or use for a military purpose, any of these. Discharge of a nuclear and including any consequence of military personnel, destruction or warlike act by a military force or even if accidental ¥

Earth Movement" includes any loss Arising out of Earth Movement.

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judgment which does not exceed the limit of liability that applies;

Policy Form No.: HO-3 (Ed. 7.2)

Prejudgment interest awarded against an **insured** on that part of the judgment **we** pay

subject to the policy limits

or particulate matter, or lava flow. or airborne shockwaves; ash, dust, shifting; or erosion; a volcanic blast settling, shrinking, sinking, rising or earth expanding, contracting, earthquake, including land shock communicable disease by an Arising out of the transmission of a another exclusion applies mine or wind subsidence; mudflow; after a volcanic eruption; landslide; contributed to, or aggravated by caused by, resulting from, loss due to fire or explosion unless However, we insure ensuing direct

∄ physical, or mental abuse; Arising out of sexual molestation,

eviction, or other invasion of the right to private occupancy; Arising out of the use, sale, Arising out of the wrongful entry

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arising out of medical marijuana at 21 U.S.C.A. Sections 811 and Arising out of any contamination state or federal civil rights law marital state, national origin or in any connected with discrimination Arising out of or in any way 812. Controlled Substances include by the Federal Food and Drug Law Controlled Substance(s) as defined way connected with a violation of any religion, sex, sexual orientation, age, termination on account of race, color harassment, abuse or wrongful This exclusion includes any liability marijuana and all narcotic drugs but are not limited to cocaine, LSD, possession by any insured of a manufacture, delivery, transfer or

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- involving, directly or indirectly any of **property damage** or medical claim, expense, **bodily injury** coverage for any loss, damage, cost payments arising from or in any way This policy does not provide
- sudden, accidental or proximate or remote whether direct or indirect (as defined hereinafter), or dispersal of "pollutant(s)" release, discharge, escape Actual, alleged or threatened
- (2) for, monitoring, prevention, authority regulating the test governmental or civil direction or request of any out of the enforcement, damage or expense arising Any increase in loss,

contaminated by a of "pollutant(s)", or the clean-up, containment, treatment, decontamination, down, demolition, disposal replacement of property restoration, construction or control, removal, tearing

pollutant(s)

- 4 which an insured shall of arbitration, nor any sums civil or judicial body or board settlements adjudged other damages, awards or compensatory damages, of debris of "pollutant(s)" defense of legal actions, legal fees or other costs of any third party(ies), nor any voluntarily agree to pay to against an **insured** by any Any fines, penalties punitive damages or any
- waste (whether recycled, reconditioned or reclaimed) For the purpose of this insurance, pollutant(s)" means any solid

residence employee's employment by an arising out of and in the course of the bodily injury to a residence employee Exclusions f., g., h., and i. do not apply to

ф Coverage E - Personal Liability, does not apply to:

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- 2 Under any other contract or agreement except those written contracts: association of property owners, charged against all members of an
- a) that directly relate to the ownership location; or maintenance or use of an insured
- Property damage to property owned by any

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- Bodily injury to any person eligible to receive
- any benefits:
 (1) required
 (2) voluntari voluntarily provided

- detoxification or neutralizing
- The clean-up or the removal

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not limited to any smoke vapor, soot, fumes, acids, alkalis, chemicals and contaminant substance, including but liquid, gaseous or thermal irritant or

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and/or pollutant

- _lability
- For your share of any loss assessment
- ੁ by the insured prior to an occurrence; unless excluded in (1) above or where the liability of others is assumed
- elsewhere in this policy
- **Property damage** to property rented to, occupied, used by or in the care of any **insured**;
- required to be provided; or

- appeals therefrom claims, or proceedings and ω

- - Nuclear radiation; or
- caused; or Radioactive contamination
- **employee** of an **insured**, residing on any part of the **insured location**. to any person, other than a residence

Claim Expenses. We pay

- Expenses incurred by us and costs taxed against an **insured** in any suit **we** defend
- our request, including actual loss of earnings obligated to apply for or furnish any bond; (but not loss of other income) up to \$50 per day
- a claim or suit; after entry of the judgment and before we pay or Interest on the entire judgment which accrues for assisting us in the investigation or defense of

- by any insured under any
- occupational disease law;
- any insured under this policy

2

First Aid Expenses. We will pay expenses for first

- A nuclear energy liability policy is one issued by 2 upon exhaustion of its limit of liability
- Mutual Atomic Energy Liability American Nuclear Insurers
- Bodily injury to you or any insured within the

We will not pay for property damage:

To the extent of any amount recoverable under

an insured

- meaning of part a. or b. of definition 4 "insured"; or
- other provision of this policy.

 Coverage F Medical Payments to Others, does imposed fines or multipliers regardless of any
- not apply to bodily injury:

Arising out of

Business pursuits;

Any act or omission in connection with a

insured, other than the insured location premises owned, rented or controlled by an residence premises; or

tenant of an insured or a resident of the To property owned by or rented to an insured, a

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- Does not arise out of or in the course of the Occurs off the insured location; and **residence employee's** employment by an
- To any person eligible to receive benefits: Required to be provided; or

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insured;

- $\overline{2}$ under any Voluntarily provided
- Workers or workmens' compensation law;
- ω
 - Non-occupational disability law; or
- Occupational disease law:
- ဂ From any
- Nuclear reaction;
- all whether controlled or uncontrolled or however (4) Any consequence of any of these
- SECTION II ADDITIONAL COVERAGES

- We cover the following in addition to the limits of liability:
- Premiums on bonds required in a suit defended limit of liability for Coverage E. We are not by us, but not for bond amounts greater than the
- Reasonable expenses incurred by an insured at
- tender, or deposit in court that part of the

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- workers' or workmens' compensation law
- bodily injury or property damage for which non-occupational disability law; or
- is also an insured under a nuclear energy liability policy; or
- would be insured but for its termination

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to you or any other insured.

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

Damage to Property of Others. We will pay, on a replacement cost basis up to \$500 per **occurrence** for **property damage** to property of others caused by

- Underwriters
- Nuclear Insurance Association of Canada; or any of their successors; or
- Punitive or exemplary damages, or statutorily

0 0

Caused intentionally by an insured;

Section I of this policy;

- To a residence employee if the bodily injury:
- ω other motorized land conveyances. aircraft, watercraft or motor vehicles or all The ownership, maintenance, or use of
- use off public roads, not subject to motor vehicle registration and not owned by an insured. land conveyance designed for recreational This exclusion does not apply to a motorized
- 4 the assessment is made as a result of corporation or association of property owners, when during the policy period against all unit owners by a Loss Assessment. We will pay up to \$1,000 for your share of any loss assessment charged
- Ö Liability for each act of a director, officer or trustee in the capacity as a director, officer policy would apply Each occurrence to which Section II of this
- or trustee, provided: The director, officer or trustee is elected by the members of a corporation or association
- $\overline{2}$ The director, officer or trustee serves of property owners; and property owners behalf of a corporation or association of exercise of duties which are solely on without deriving any income from the

residence premises. charged against you as owner or tenant of the This coverage applies only to loss assessments

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

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Section II Coverage E – Personal Liability Exclusion 2a. (1) does not apply to this coverage.

SECTION II - CONDITIONS

insureds, claims made or persons injured, our total liability under Coverage E stated in this policy for all damages resulting from any one **occurrence** shall not exceed the limit of liability for Coverage E as Limit of Liability. Regardless of the number of shown in the Declarations.

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expenses payable for bodily injury to one person as result of one accident will not be more than the Our total liability under Coverage F for all medical limit of liability for Coverage F stated in the Declarations

- prejudicial to us. These duties must be performed by Your Duties After Loss. In case of an occurrence, apply. We have no duty to provide coverage if you the insured shall perform the following duties that fail to comply with the following duties and your Give written notice to us or your licensed you, an insured, or a representative of either. failure to comply with the following duties is
 - The identity of the policy and insured; insurance agent or broker as soon as is practical, which sets forth:
- Reasonably available information on the time, place and circumstances of the accident or occurrence; and
- Names and addresses of any claimants and
- summons or other documentation relating to the Promptly forward to us every notice, demand, accident or occurrence; ٩
 - At **our** request, assist **us** in; (1) Settlement hearings and (2) The enforcement of any

Ö

- Settlement hearings and proceedings; The enforcement of any right of contribution organization who may be liable to an or indemnity against any person or
- The conduct of suits and attendance at hearings and trials as we request ල
- Securing and giving evidence and obtaining the attendance of witnesses; 4
 - the loss, a sworn statement of loss and exhibit Under the coverage – Damage to Property of the damaged property, if within an insured's Others - submit to us within 60 days after ö
 - any obligation or incur expense other than for an insured shall not, except at an insured's own cost, voluntarily make payment, assume aid to others at the time of the **bodily** ď
- Duties of an Injured Person Coverage F Medical Payments to Others. The injured person or someone acting for the injured person will: က်

Give us written proof of claim, under oath if

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copies of medical reports and records; and Execute authorization to allow us to obtain required, as soon as is practical; Þ.

- The injured person shall submit to a physical examination by a physician selected by **us** when and as often as we reasonably require.
- coverage is not an admission of liability by an Payment of Claim – Coverage F Medical Payments to Others. Payment under this insured or us.
- join **us** as a party to any action against an **insured**. Further, no action with respect to Coverage E shall against us unless there has been compliance with the policy provisions. No one will have the right to insured has been determined by final judgment or be brought against us until the obligation of an Suit Against Us. No action shall be brought agreement signed by us.
- insolvency of an insured shall not relieve us of our Bankruptcy of an Insured. Bankruptcy or obligations under this policy.

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valid and collectible insurance except insurance written specifically to cover as excess over the Liability. This insurance is excess over other Other Insurance - Coverage E - Personal imits of liability that apply in this policy.

SECTIONS I AND II - CONDITIONS

12:01 A.M. standard time at the residence premises on the effective date shown in the Declarations. With successive policy periods if the renewal premium for rules and forms then in effect is paid and accepted Policy Period. The effective time of this policy is our consent, this policy may be renewed for before the end of the current policy period.

This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy period.

- Concealment or Fraud. The entire policy will be void if whether before or after a loss, an insured has: d
- intentionally concealed or misrepresented any material fact or circumstance; or ω
 - engaged in fraudulent conduct; or made false statements . ف o
- relating to this insurance or any claim thereunder.

Examination Under Oath

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Provide us with records and documents we As often as we reasonably require:

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- not in the presence of another insured and request and permit us to make copies; and Submit to an examination under oath while sign the examination under oath Ö
- would broaden the coverage under this policy without Liberalization Clause. If we adopt a revision which additional premium within 60 days prior to or during the policy period, the broadened coverage will mmediately apply to this policy. 4

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

Cancellation.

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- You may cancel this policy at any time by returning it to us or by letting us know in ю
- writing of the date cancellation is to take effect.

 We may cancel this policy only for the reasons stated below by letting you know in writing of the notice may be delivered to you, or mailed to you date cancellation takes effect. This cancellation at your mailing address shown in the Declarations.
 - Proof of mailing will be sufficient proof of notice. (1) When **you** have not paid the premium, **we** When you have not paid the premium,
- may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- When this policy has been in effect for less we may cancel for any reason by letting you know at least 10 days before the date than 60 days and is not a renewal with us, 2
- renewal with us, we may cancel if there has When this policy has been in effect for 60 days or more, or at any time if it is a cancellation takes effect. ල
- known to us would have caused us not misrepresentation of fact which if Discovery of fraud or material (g
- increasing the hazards insured against; Conviction of a crime having as one of its necessary elements an act to issue the policy; or 9
 - omissions substantially increasing any Discovery of grossly negligent acts or of the hazards insured against; or 0
 - insured against which result in the property becoming uninsurable; or Physical changes in the property ਉ
- This can be done by letting you know at least 30 If the risk has changed substantially since the policy was issued (e)
 - more than one year, we may cancel for any reason at anniversary by letting you know days before the date cancellation takes effect. (4) When this policy is written for a period of at least 30 days before the date
- When this policy is cancelled, the premium for the expiration date will be refunded prorata. If the return premium is not refunded with the the period from the date of cancellation to cancellation takes effect. Ö
- reasonable time after the date cancellation takes notice of cancellation or when this policy is returned to us, we will refund it within a d
- We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration Non-Renewal. We may elect not to renew this policy. 7

- date of this policy. Proof of mailing will be sufficient proof of notice.
- Assignment. Assignment of this policy will not be valid unless we give our written consent.
- person. If not waived, we may require an assignment Subrogation. An insured may waive in writing of rights of recovery for a loss to the extent that before a loss all rights of recovery against any payment is made by us. ග්

and deliver all related papers and cooperate with us If an assignment is sought, an insured must sign in any reasonable manner. Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property Death. If any named insured or their spouse, if a of Others.

resident of the residence premises listed in the Declarations, dies:

Ö

- and property of the deceased covered under the deceased but only with respect to the premises We insure the legal representative of the policy at the time of death; ف
- under definitions 4.a. and 4.b. at the time of (1) any person who qualifies as an insured Insured also includes:
 - property until appointment and qualification with respect to your property, the person having proper temporary custody of the of a legal representative. your death; and (5)

policy are in conflict with the statutes of the state in provision are amended to conform to such statutes. Conformity to Statutes. If the provision of this which the residence premises is located, the

This policy is signed at the Home Office of our President and Secretary.





Secretary



Index

Endorsement No.

Page

CALIFORNIA PREFERRED HOMEOWNERS ENDORSEMENTS Pacific Specialty Insurance Company

					_
Endorsement	PO52 (Ed. 1) – Homeowners Earthquake	Coverage – 125% 10	PO44 (Ed. 2) - Extended Replacement Cost	PO43 (Ed. 1) – Identity Theft Coverage with ID Alert 10	PO42 (Ed. 1) - Identity Theft Coverage 9

ATTENTION

endorsements are necessarily applicable to your policy. Review your Declarations page to see which number appears on your Declarations page. Not all applicable to your policy only if the endorsement This booklet contains endorsements that are

endorsement will change your Dwelling policy. Please read carefully. When applicable, the

4

438BFU (Ed. 2)

Lender's Loss Payable Endorsement

This endorsement changes your policy. Please read

- Ŋ Loss or damage, if any, under this policy shall be undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said said Lender in its individual or in its disclosed or may appear and whether said interest be vested in "the Lender", in whatever form or capacity its interest successors and assigns, hereinafter referred to as paid to the lienholder named in the declarations, ī
- invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or of the Lender, its successors and assigns, shall not omissions of the Lender while exercising active attachment of this endorsement, thereto would prevent, whether occurring before or after the either of them, or their agents, or which they failed to by the happening of any event permitted by them or occupant, or by the agents of either or any of them or vendee, owner, tenant, warehouseman, custodian, the named insured, the borrower, mortgagor, trustor, and all riders now or hereafter attached thereto by with any of the provisions of this policy, including any warranty, act, omission, neglect, or non-compliance mortgage or trust deed; (c) by any breach of the property covered by this policy by virtue of any proceedings or the giving of notice of sale of any of thereto; (b) by the commencement of foreclosure the insurance or the interest therein, or the title description, possession, or location of the subject of omission, or change respecting the ownership be invalidated nor suspended: (a) by any error, endorsement attached thereto, as to the interest only The insurance under this policy, or any rider or ω თ
- In the event of failure of the insured to pay any become due under the terms of this policy or on premium or additional premium which shall be or

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this Lender's Loss Payable Endorsement shall not be additional premium, if the rights of the Lender under the Lender shall decline to pay said premium or be paid the premium due within ten (10) days insured to pay such premium shall pay or cause to when so notified in writing by us of the failure of the of the rights of the Lender hereunder that the Lender such premium and it is a condition of the continuance hundred and twenty (120) days after due date of premium after sixty (60) days from and within one written notice to the Lender of such non-payment of terminated before ten (10) days after receipt of said following receipt of our demand in writing therefore. If hazard not permitted by this policy, we agree to give account of any change in occupancy or increase in

loss or damage under this policy ad shall claim that as to the insured no liability therefore exists, **we** at collateral thereto the debt and all rights and securities held as a full assignment and transfer, without recourse, of the extent of such payment, shall thereupon receive due from the insured, whether secured or unsecured, and interest and other indebtedness or to become our option, may pay Lender the whole principal sum Whenever we shall pay to the Lender any sum for written notice by the Lender (with refund of all interest not accrued), and we, to

- Ò If there be any other insurance upon the within (pro rata with all other insurers contributing to said it of the full amounts of its claim, will subrogate us such other hazards. The Lender upon the payment to include hazards other than fire and compliance with charged or has received extension of the coverage to the insured has received reduction in the rate contract of insurance is hereby nullified except or Extended Coverage Endorsement attached to this consented to by the Lender. An Contribution clause under policies held by, payable to and expressly entire insurance of similar character on said property or damage that the sum hereby insured bears to the policy as to the Lender for the proportion of such loss described property, we shall be liable under this under said other insurance. payment) to all of the Lender's rights of contribution Contribution Clauses for the compliance with which
- We reserve the right to cancel this policy at any time cancellation is received by the Lender and will then for ten (10) days after written notice of such shall continue in force for the benefit of the Lender as provided by its terms, but in such case this policy
- by some insurance company and accepted by the renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's days after expiration unless an acceptable policy in the interest of the Lender for a period of ten (10) Felloe Loss Payable Endorsement, shall have been issued This policy shall remain in full force and effect as to
- Should legal title to and beneficial ownership of any privileges stated by this Lender's Loss Payable policy shall continue for the term thereof to the vested in the Lender or agents, insurance under this of the property covered under this policy become benefit of the Lender but, in such event, any

Endorsement which are not also granted the insured under the terms and conditions of this policy and/or respects such property. shall not apply to the insurance hereunder as under other riders or endorsements attached thereto

- 0 The deductible for any payment made to the Lender Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed under the terms of this endorsement shall be \$500 stated on the declarations page. to or delivered to the Lender at its office or branch as All notices herein provided to be given by us to the
- is applicable to the loss or damage. for earthquake, or windstorm, hurricane or hail losses will not be changed in the event a special deductible policy declarations page. However, the deductible

regardless of the policy deductible stated on the

All other terms and conditions of the policy remain

Registered Domestic Partner Coverage ENDORSEMENT No. CAM1 (Ed. 1)

it carefully. This endorsement changes your policy. Please read

coverage provided to a spouse of an insured Code, this policy provides coverage for the registered domestic partner of an insured that is equal to, and subject to the same terms and conditions as, the As required by Section 381.5 of the California Insurance

Secretary of State with the insured and who meets the definition of "domestic partner" contained in Section 297 a Declaration of Domestic Partnership with the California A "registered domestic partner" is someone who has filed of the California Family Code.

All other terms and conditions of the policy remain

Residence Employees Workers' Compensation ENDORSEMENT No. HO-90 (9-84)

We agree, with respect to residence employees:

Under Coverage I

California Workers' Compensation Law; and To pay when due all benefits required of an insured by the

Under Coverage II

and in the course of employment by the insured while must be caused by accident or disease and arise out of sustained by a residence employee. The bodily injury in the United States of America, its territories or possessions, or Canada, or

insured is legally liable because of the bodily injury To pay on behalf of an insured all damages for which the

Ö a citizen or resident of the United States or Canada temporarily elsewhere if the residence employee is

Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

Who Is Covered

calendar days immediately before the date of injury the A residence employee is covered if during the 90 employee has:

- actually been engaged in such employment by the **insured** for no less than 52 hours, and αj
 - earned no less than one hundred dollars (\$100) in ف

Application of Coverage

insurance applies only to bodily injury which occurs during the policy period. If the bodily injury is a disease, it must be caused or aggravated by the conditions of the residence employee's employment by the insured.

Policy Provisions

This insurance is subject to all the provisions of this endorsement and the following provisions of this policy: a. Under Section I and II – Conditions:

- Waiver or Change of Policy Provisions.
 - 6. Cancellation.
 8. Assignment.
 9. Subrogation.
 Under Section II Conditions:
- Duties After Loss.

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- Our agreement to defend the insured as provided Suit Against Us. Ö
 - under Coverage E Personal Liability. Under Section II Additional Coverages: Ö
 - Claim Expenses.
- 2. First Ald Expenses.
 The definition of "bodily injury," "business," ω

Additional Provisions Applicable to Coverage IThe following provisions are applicable to Coverage:

- residence employee of an insured entitled to the benefits of the California Workers' Compensation We shall be directly and primarily liable to any œ.
- As between the **residence employee** and us, notice to or knowledge of the **occurrence** of the injury on the part of an **insured** will be deemed notice or نص
 - The jurisdiction of an insured will, for the purpose of the law imposing liability for compensation, be our knowledge on our part. Ö
- and limitations of this policy. This policy shall govern jurisdiction. We will be subject to the orders, findings, decisions compensation, subject to the provisions, conditions or awards rendered against an insured, under the between an insured and us as to payments by either in discharge of an insured's liability for provisions of the law imposing liability for Ö
- insurance. In case of your legal incapacity or inability to receive the money and pay it to the **residence** The residence employee has a first lien upon any employee, we will pay it directly to the residence amount which we owe you on account of this ω̈

employee will be discharged to the extent of such Your obligation to the residence employee

Limits of Liability Coverage II

Our total limit of liability will not exceed \$100,000 for all damages because of bodily injury:

- sustained by one or more residence employees in any one accident; or ત્વં
 - caused by disease and sustained by a residence نص

regardless of the number of residence employees who Our total limit of liability will not exceed \$500,000 for all damages arising out of **bodily injury** by disease sustain **bodily injury** by disease.

Other Insurance

This insurance does not apply to any loss to which other valid and collectible Workers' Compensation or Employers' Liability Insurance applies.

Conformity to Statute

California Workers' Compensation Law are amended to Terms of this insurance which are in conflict with the conform to that law

This policy does not apply:
a. to liability for additional compensation imposed on an insured under Sections 4553 and 4557 Division IV.

Labor Code of the State of California, because of the because of bodily injury to an employee under 16 years of age and illegally employed at the time of serious and willful misconduct of an insured, or

- to liability for **bodily injury** arising out of **business** pursuits of an insured. Ö
 - Under Coverage II: Ö
- to liability assumed by the insured under any contract or agreement.
- insured within 36 months after the end of the to **bodily injury** by disease unless a written claim is made or suit brought against the policy period
 - compensation, unemployment or disability to any obligation under a workers' ej

ENDORSEMENT No. NM-CA-MEPL (04/02) Mold Exclusion (PERSONAL LINES)

This endorsement changes your policy. Please read it carefully.

This policy does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage," or medical payments arising from or in any way spores, wet or dry rot, or similar organisms, regardless of involving, directly or indirectly, mold, fungi, mildew, the cause. The Company shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

ENDORSEMENT No. NM-CA-P01 (11/01) Pathogenic Organisms Exclusion

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY

The following exclusion is added to the policy:

pathogenic organisms," regardless of any other Injury," or "Advertising Injury" arising out of any 'Property Damage," "Personal This insurance does not apply to: Bodily injury,

cause or event that contributed concurrently or "Pathogenic Organisms" means any bacteria, yeasts in any sequence to that injury or damage.

mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

ENDORSEMENT No. NM-CA-TW1 (05/02)

THIS EXCLUSION APPLIES TO ALL COVERAGES PROVIDED BY THIS POLICY INCLUDING ANY AND ALL ENDORSEMENTS.

This endorsement changes your policy. Please read it carefully.

cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the contributing concurrently or in any other sequence to the This insurance excludes all loss, damage, injury, liability, loss, including all loss, damage, injury, or liability arising out of any act by any government authority for the purpose of preventing, terminating, countering or responding to any act of or threat of the following: following regardless of any other cause or event

Terrorism; or

any action taken in controlling, preventing, suppressing or in any way relating to limiting loss caused by **War** or This endorsement excludes all loss, damage, injury, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Terrorism. When state law requires us to provide the peril of fire on a particular coverage, we will comply, but only to the minimal extent required by law.

endorsement will be used in place of the other definition endorsements has an exclusion for war applicable to a coverage in question, the definition of war found in this In the event, this policy including any and all of war.

.⊑ In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain ifull force and effect.

"Terrorism" means any act or action, or actual, impending or the threatened or expected act or action

against person(s), property or communication/information

- including but not limited to the use of force or violence and/or threat thereof,
- whether acting alone or on behalf of or in connection with any organization(s) or of any person or group(s) of persons, government(s),
- damage or injury resulting therefrom is accidental or philosophical or similar purposes (whether the loss, motivated by or committed for political, religious, social, racial, ethnic, ideological, intentional).
- including the intention to put the public, or any sector of the public, in fear, and/or
- to intimidate, coerce or punish any sector of the to influence any government or government public or government, and/or ن م Ö

entity, and/or

to disrupt any segment of the economy including including system's hardware and software. or communication/information system(s) disrupting or interfering with electronic

of peace or war, including action in hindering, combating or defending against an actual, impending, threatened, or "War" means any hostile or warlike act or action in time expected attack by:

- any government or sovereign power (de jure or de military, naval or air forces;
- any other authority using military personnel or other facto)
- agents
 - any authority maintaining or using military, naval or air forces 4
 - an agent of such government, power, authority, or forces
- or including invasion; 0. 7. 8. 9. 6. 1. 5.
 - insurrection;
 - rebellion
 - revolution:
- usurped power; or civil war.
- discharge of a nuclear weapon will be deemed a warlike act even if accidental

ENDORSEMENT No. NY07 Mortgage Clause

as interest may appear and in order of precedence of said upon the property described in and covered by this policy Loss, if any, under this policy shall be payable to those mortgagees named in the Declaration as mortgagees mortgages.

- The terms "Mortgage", "Mortgagee" and "Mortgagor' wherever used in this rider shall be deemed to include Deed of trust and the respective parties thereto
 - property, nor by the use of the premises for the purposes more hazardous than are permitted by this only therein, shall not be invalidated by any act or neglect of the Mortgagor or owner of the described The insurance, as to the interest of the Mortgagee ςi



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CALIFORNIA PREFERRED HOMEOWNERS ENDORSEMENTS Pacific Specialty Insurance Company

- forthwith notify this Company thereof and shall cause the consent of the Company hereto to be noted on this policy; and in the event of failure to do so, all the premises have been vacant or unoccupied Any Mortgagee who shall have or acquire knowledge that the premises are being used for purposes more tortnwith terminate rights of such Mortgagee hereunder shall beyond the period permitted by this policy shall hazardous than are permitted by this policy or that
- and agrees to pay on demand the premium for any Mortgagee hereby covenants and agrees to pay the same on demand. The Mortgagee also covenants In case the Mortgagor or owner shall fail to pay any thereof increased hazard for the term of the existence premium due or to become due under this policy, the
- covering the property against the peril involved under for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance mortgagee, whether collectible or not. policies issued to, held by, or payable to the This Company shall not be liable to the Mortgagee
- a part of this rider. The policy provisions relating to "Mortgagee interest and obligations" are specifically referred to and made

Your Privacy and Its Protection **ENDORSEMENT No. NYM1**

privacy, and your rights and responsibilities regarding recorded information about you. As our customer, we how we protect it, and how you can help insure its want you to understand how we gather information, and you to know about our procedures for protecting your about your privacy and its protection. Therefore, we want information about yourself. Like you, we are concerned Company, you entrusted us with some personal When you applied to the Pacific Specialty Insurance

- or want to verify information, we may get it from for insurance. Should we need additional information information we need to evaluate you or your property cases, the application you complete gives us all the We get most of our information from you. In most persons other than you.
- Ŋ of our insurance function, or have some other given to anyone without your consent, except when the disclosure is necessary for us to conduct our Information we collect about you will not generally be business relationship with us. involving you, have a contract with us to perform part business interest in an insurance transaction consent only to persons or organizations having a information will be disclosed without your prior permitted by the state privacy laws. Generally, about you without your prior consent to the extent business. In that case, we will share information
- we correct, amend or delete any of this information. get a copy. You have the further right to request that information about you contained in our files and to You have the right to review the recorded personal

information practices prescribed by law by contacting us at: You may obtain a more detailed description of the

> Pacific Specialty Insurance Company ATTN: Underwriting Department Menlo Park, CA 94025 3601 Haven Avenue

BE SURE TO INCLUDE YOUR NAME, ADDRESS, AND POLICY NUMBER

CONSUMER NOTICE

address is: solution to the problem. The Insurance Department's representatives have failed to produce a satisfactory between you and the Company, its agent, or other contact the Insurance Department only after the contacts attention of the Insurance Department. You should which is not resolved, you may bring the matter to the If a dispute should arise between you and the Company

CALIFORNIA INSURANCE DEPARTMENT 300 South Spring Street, 11th Floor Consumer Services Bureau Los Angeles, CA 90013

ENDORSEMENT No. PM1-CA-HO (Ed. 2) HO-3 policies California Amendatory Endorsement for

(800) 927-4357

it carefully This endorsement changes your policy. Please read

SECTION II - CONDITIONS

Item 8, Judgment Secured Against the Insured, is added.

φ against the insurer on the policy and subject to its an action based upon bodily injury, death, or terms and limitations, by such judgment creditor to property damage, then an action may be brought executor or administrator of a deceased insured in Judgment is secured against the insured or the Judgment Secured Against the Insured. If a

Item 9, Polling Place for State or Local Election, is added

recover on the judgment.

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9 the same terms and conditions as for other liability a polling place for any state or local election, under Polling Place for State or Local Election. The covered by the policy connection with the use of the residential property for policy shall cover liability incurred by the insured in

SECTIONS I AND II - CONDITIONS

δ Item 6, Cancellation, is deleted in its entirety and replaced the following:

- တ က it to **us** or by letting **us** know in You may cancel this policy at any time by returning
- Ö stated below by letting you know in writing of the We may cancel this policy only for the reasons writing of the date cancellation is to take effect

Proof of mailing will be sufficient proof of notice notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. date cancellation takes effect. This cancellation

- When you have not paid the premium, we cancellation takes effect. at least 10 days before the date may cancel at any time by letting you know
- (2) When this policy has been in effect for less you know at least 20 days before the date we may cancel for any reason by letting than 60 days and is not a renewal with us, cancellation takes effect
- ω When this policy has been in effect for 60 renewal with us, we may cancel if there has days or more, or at any time if it is a
- <u>a</u> elements an act increasing any a crime having one of its necessary Conviction of the named insured of
- following: misrepresentation by either of the Discovery of fraud or material hazard insured against you or your

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- obtaining the insurance, representative in
- you or your this policy pursuing a claim under representative in
- Discovery of grossly negligent acts or

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against property which result in the property Physical changes in the insured increasing any of the hazards insured omissions by you or your representative substantially

<u>a</u>

becoming uninsurable.

- coverage, to you or, pursuant to Section 673, unearned premium shall be tendered within 25 **your** premium finance company. The gross premium generated by the reduction in termination, or the amount of the unearned the gross unearned premium resulting from the there is a reduction in coverage, we shall tender When this policy is terminated for any reason, or days before the date cancellation takes effect This can be done by letting **you** know at least 20 ᅙ
- Ω effect. If the return premium is not refunded with the reasonable time after the date cancellation takes returned to us, we will refund it within a notice of cancellation or when this policy is

finance company of a cancellation. premium, or receive notice from a premium the event that generated the gross unearned business days after we either receive notice of

Item 7, Non-Renewal, is deleted in its entirety and replaced by the following

Non-Renewal. We may elect not to renew this policy We may do so by delivering to you, or mailing to you

at **your** mailing address shown in the Declarations, written notice at least 45 days before the expiration proof of notice. date of this policy. Proof of mailing will be sufficient

ENDORSEMENT No. PM2 (Ed. 3) Animal Liability Exclusion

it carefully. It is understood and agreed that your policy is amended

This endorsement changes your policy. Please read

LIABILITY COVERAGE

as follows

by or originating or resulting from any animal because of bodily injury or property damage caused become legally obligated to pay as damages We shall not pay any sum that an insured shall

MEDICAL PAYMENT COVERAGE

resulting from any animal. by or results from any bodily injury caused by, or while elsewhere, if such medical expense is caused with or without the permission of the insured, or time, to persons while on the insured's premises, We shall not pay any medical expenses at any

unchanged. All other terms and conditions of the policy remain

Residence Only) **ENDORSEMENT No. PM3 (Ed. 4)** Occupancy Endorsement (Primary

it carefully This endorsement changes your policy. Please read

Lightning, Windstorm, Hail, Smoke and Volcanic Eruption remains in effect during this period for the Perils of Fire, residence premises is unoccupied. However, coverage provide coverage for a loss that occurs while the It is understood and agreed that the Company will not

unchanged All other terms and conditions of this policy remain

ENDORSEMENT No. PM4 (Ed. 1) Satellite Dish Exclusion

it carefully This endorsement changes your policy. Please read

including mounting hardware. damage to a satellite dish, antennas, or their components This policy does not provide any coverage loss or

All other terms and conditions of the policy remain

Endorsement Roof for Fire and Lightning Only ENDORSEMENT No. PM5 (Ed. 2)

urther agreed that there is no coverage for damage to the failure of the roof which is caused by a peril other than fire It is agreed that the roof on your Dwelling is only covered for losses caused by the perils of fire and/or lightning. nterior of the dwelling, if such damage is due to the

Nater Damage Exclusion for Plumbing ENDORSEMENT No. PM6 (Ed. 3)

This endorsement changes your policy. Please read it carefully.

ō It is agreed that the insured Dwelling's pressurized pipes are constructed, in whole or in part, from material other than copper, galvanized steel, polywinyl chloride (PVC), o chemically cross-linked polyethylene.

In the event a claim is made resulting from the failure of the Dwelling's pressurized pipes, no coverage will be afforded under this policy for the pipe(s) or any ensuing water damage

This exclusion does not apply to any of the following:

- Pipes outside the dwelling; ට බෙවි
- Drain pipes;
- Sprinkler irrigation systems,
- Gas pipes.

ENDORSEMENT No. PM7 (Ed. 3) Copper Plumbing Agreement

This endorsement changes your policy. Please read it

existence of copper plumbing pipes have been verified by viewing the plumbing pipe that connects the water heater It is agreed that the insured Dwelling's visible interior pressurized pipes are constructed of copper, and the carefully

to the plumbing pipes behind the wall

by this policy for the pipe(s) or any ensuing water damage if the plumbing pipe at the connection between the water pressurized pipe(s) failure, no coverage will be afforded In the event a claim is made resulting from non-copper neater and the wall is not copper

ncreased Deductible for Loss or Damage **ENDORSEMENT No. PM11 (Ed. 5)** Caused by Tenants

This endorsement changes your policy. Please read it carefully.

Peril Insured Against which is caused by a present or past tenant of the **residence premises**, then that loss is It is understood and agreed that if a loss occurs due to a considered to be a "Tenant Caused Loss.

Declarations page. However, if a higher policy deductible is stated in the Declarations page, then we will only be Loss that exceeds the Tenant Caused Loss Deductible of \$2,500.00, up to the limits of the policy as stated in the We will only be liable for that portion of a Tenant Caused

exceeds the policy deductible, up to the limits of the policy liable for that portion of a Tenant Caused Loss that as stated in the Declarations page.

This endorsement does not extend or expand the perils insured under this policy

All other terms and conditions of the policy remain

Loss Settlement Provisions for California ENDORSEMENT No. PM17 (Ed. 2) Residential Property Policies

This endorsement changes your policy. Please read it carefully.

Paragraph b. (5) in item 3. **Loss Settlement** in the SECTION I – CONDITIONS section of your policy is hereby added:

relating to a state of emergency as defined in Section 8558 of the California Government received by us prior to the expiration of either the initial 12-month period or any subsequent extended to 24 months from the date that the You may disregard the replacement cost loss and other structures on an actual cash value settlement provisions and make claim under this policy for loss or damage to dwellings Additional extensions of up to six (6) pursuant to Section 2051.5 of the California You may then make claim within 12 months from the date that the first payment insurance Code if requested in writing and toward actual cash value is made for any 6-month extension. In the event of a loss Code, the initial time limit is automatically first payment toward actual cash value is months may be provided for good cause additional liability on a replacement cost basis. basis. (2)

equally to claims made under Coverage C (Personal Property) if replacement cost These loss settlement provisions apply coverage for personal property was purchased prior to the loss

All other terms and conditions of the policy remain

ENDORSEMENT No. PM18 (Ed. 1) Trampoline Exclusion

it carefully.

This policy does not provide any coverage for any

This endorsement changes your policy. Please read

damage, claim, a. loss, b. dama cost, ပ ပ

- expense,

- "bodily injury," ب نه

arising from or in any way involving, directly or indirectly a trampoline, regardless of cause. "property damage," or medical payments

We shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages

All other terms and conditions of the policy remain unchanged

Swimming Pool Diving Board and Slide ENDORSEMENT No. PM19 (Ed. 1) Exclusion

This endorsement changes your policy. Please read it carefully.

This policy does not provide any coverage for any:

loss,

- damage,
- ю Б
- claim, cost, Ö ö
- "bodily injury." σį
- "property damage," or medical payments

arising from or in any way involving, directly or indirectly, a swimming pool diving board, slide or similar structure, regardless of cause.

We shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages

All other terms and conditions of the policy remain

ENDORSEMENT No. PM20 (Ed. 2) Inflation Guard

This endorsement changes your policy. Please read it carefully.

Declarations page of the policy for the insured dwelling A 3% increase to the limit of liability shown on the (Coverage A) will be applied at renewal.

All other terms and conditions of the policy remain

ENDORSEMENT No. PM22 (Ed. 5) Preferred Package Endorsement

This endorsement changes your policy. Please read Section I – Loss Deductible it carefully.

Is hereby deleted and replaced with the following:

the loss over the deductible stated in the Declarations. With respect to loss to property covered under this policy, the deductible shall apply separately to each **occurrence**. The deductible does not apply to Coverage D-Loss of Use. Under Section I of the policy, we cover only that part of

greater than the total Coverage A (Dwelling) limit stated in the Declarations, the loss deductible stated in the Declarations is waived and is not applied to the payment taken into consideration when determining if this provision If a loss occurs that results in the payment equal to or results from a peril that is covered by a Special Deductible. Extended replacement cost limits are not for that loss. This provision does not apply if the loss applies.

Section I – Coverage C (Personal Property) The Special Limits of Liability are increased as follows:

- Special Limits of \$100 in the policy are increased to
- Special Limits of \$250 in the policy are increased to \$2,000.
 - Special Limits of \$500, \$1,000 or \$2,000 in the policy are increased to \$5,000.

The following Special Limit of Liability is added to the policy.

- \$50,000 for loss by theft 20.
 - Watches, Jewelry, ej 🖸
 - Furs
- precious or semi-precious stones, o o ω
 - silverware, goldware.
 - pewter, or ₽.
- While stored at any bank, trust company, or safe deposit company platinum,

Section II - Exclusions

Exclusions 1.h. is deleted and replaced with the following: Arising out of: ظ

horsepower or greater than 26 feet in Ine ownership, maintenance, use, loading or unloading of a watercraft length, whether owned, rented or equipped with more than 50

- The entrustment by an insured of any watercraft to any person; borrowed: 3
 - Vicarious parental liability imposed by statute for the actions of a child or <u>ල</u>

All other terms and conditions of the policy remain minor using any watercraft. Please read your policy

Additional Insured - Property Policies ENDORSEMENT No. PM27 (Ed. 2)

This endorsement changes your policy. Please read it carefully.

Declarations, the person or organization named as an Additional Insured is insured under this policy, but only for the coverage that appears both in this endorsement and Whenever an Additional Insured appears in the in the Declarations.

SECTION I - PROPERTY COVERAGES



Coverage B - Other Structures Coverage A – Dwelling

SECTION II - LIABILITY COVERAGES

Coverage E – Personal Liability.

Coverage F – Medical Payments to Others.

With respect to Dwelling and Other Structures coverage, any Additional Insured is insured only with respect to that applies to each coverage Additional Insured's insurable interest in the residence The Declarations will indicate the limit that

an act or failure to act by the named insured in the employee or contractor's work for that Additional Insured. injury to any employee or contractor hired by an any Additional Insured is covered only when held liable for With respect to Liability and Medical Payments to Others, Additional Insured arising out of or in the course of that This coverage does not apply to **bodily**

Additional Insured will be notified in writing If we decide to cancel or not to renew this policy, the

Insured listed in the Declarations This endorsement does not apply if there is no Additional

All other terms and conditions of the policy remain

Property Held By Legal Entity ENDORSEMENT No. PM28 (Ed. 2)

This endorsement changes your policy. Please read

and not an individual, the coverage afforded by this policy applies only to loss relating to or arising out of the residence premises If the insured named in the Declarations is a legal entity

All other terms and conditions of the policy remain

Dwelling Purchased Through Foreclosure ENDORSEMENT No. PM29 (Ed. 2)

This endorsement changes your policy. Please read it

in the event a loss occurs within 90 days from the inception date of the policy the deductible shown in the Declarations will be doubled from, by or through a foreclosure, bank or trustee sales, It is agreed that if the insured dwelling was purchased at

All other terms and conditions of the policy remain

Replacement Cost Coverage for Roofing ENDORSEMENT No. PM32 (Ed. 2) and Roof Components

it carefully This endorsement changes your policy. Please read

SECTION I - CONDITIONS

the following Item 3.b. is hereby deleted and replaced in its entirety by

Loss Settlement. Covered property losses are settled as follows

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exceeding the amount required to repair or cash value at the time of loss but not Structures that are not buildings at actual replace

All other terms of this policy remain unchanged

Reporting (For HO-3 Policy Forms) \$2,500 Sublimit for Late Wildfire Claim **ENDORSEMENT No. PM34 (Ed. 1)**

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it carefully. This endorsement restricts the coverage in your policy. Please read your policy and all This endorsement changes your policy. Please read

The following definition is added to your policy

"Wildfire smoke, soot and ash damage" means

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Soot;

Smoke

- Ash;
- Dust;
- Particle
- Byproduct Material; or
- that is produced, discharged, emitted or released during,

wildfire and/or brushfire event (referred to as a "wildfire") caused by or at any time resulting from or following a Wildfire smoke, soot and ash damage does not mean damage that is caused directly by fire

policy form, this endorsement does not Coverage. Coverages listed in the schedule. This limit does not increase the limits of liability of any Coverage listed below if a Coverage listed below is not part of the policy form, this endorsement does not add that regards of the number of buildings, other structures and personal property insured by this policy. This limit endorsement during the policy period. your policy. This special limit of liability applies to the total of all losses or costs payable under this is the total annual aggregate limit available for all This endorsement adds a special limit of liability to This is without

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soot and ash damage not reported to us within forty-five (45) days: \$2,500. Total Property Coverage Limit for Wildfire smoke,

Special Limit applies to: 1 Dwelling Other Structures

Coverage A Coverage B Coverage C Coverage D I Loss of Use Personal Property

> Yith endorsement: respect to the coverage

most we will pay for The amount shown in the Schedule above is the

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- 3 smoke, soot and ash damage; The total of all loss payable for direct physical loss to property under the Coverages listed in the Schedule above caused by **Wildfire**
- (2) and ash damage from covered property The cost to remove Wildfire smoke, soot
- of the dwelling or other covered property to gain access to the Wildfire smoke, soot and ash damage; and The cost to tear out and/or replace any part

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- The cost of such testing will be paid to the extent that there is direct physical loss to property from **Wildfire smoke**, soot and ash damage. ash damage, no matter when the amount of Wildfire smoke, soot and The cost of testing air or property to confirm performed.
- regardless of when the wildfire occurred. that occurs during the policy period. applies when direct physical loss or costs are the result of Wildfire smoke, soot and ash damage The coverage described in this endorsement only damage This is

costs, including loss of use, caused by Wildfire smoke, soot and ash damage and the claim is reported to us within forty-five (45) days of the governmental authorities extinguishment of the wildfire. **ash damage** does not apply where covered property located in or on the insured **residence** premises has sustained direct physical This limit of liability for Wildfire smoke, soot and loss or

liability smoke, soot and ash damage that are not reported to us within forty-five (45) days of the governmental authorities extinguishment of the wildfire shall be subject to this special limit of Any direct physical loss or costs caused by Wildfire

during the policy period, regardless of the number of buildings, other structures and personal property insured under this policy. loss or costs payable under this endorsement most we will pay for the total of all direct physical The amount shown in the Schedule above is the

for damage to covered property or for loss of use This coverage does not increase the limit of liability

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covered property in or on the residence premises has sustained any direct damage by fire This special limit of liability does not apply where

provided under this All other terms and conditions of this policy which are not inconsistent herewith remain unchanged. ENDORSEMENT No. PO5-HO (Ed. 2)

Property Replacement Cost Coverage for Personal

carefully This endorsement changes your policy. Please read it

and replaced with the following SECTION I - CONDITIONS, item 3.a. is hereby deleted

as follows 3. Loss Settlement. Covered property losses are settled 3 Personal Property; and

- (Z) depreciation, subject to the following At replacement cost without deduction for outdoor antennas and outdoor equipment whether or not attached to buildings Awnings, carpeting, domestic appliances
- replace the property with new property of equivalent kind and quality to the extent practical without deduction for depreciation "Replacement cost" means the cost to repair or
- 2 following personal property Replacement cost terms do not apply to the
- Ø duplicated articles of art or rarity that cannot be
- Б to its value: similar items whose age or history contribute memorabilia, souvenirs, collector's items, and
- 9 condition; or items not maintained in good or workable
- Ω stored or not being used items that are outdated or obsolete and are
- ω If the Replacement Cost Terms do not apply, we settle losses according to the Actual Cash Value lerms.
- മ Replacement Cost Terms
- 3 a amounts for each covered item We pay the smallest of the following the replacement cost of the property as defined in this
- ਭ the amount computed after any has been applied to the loss; or special limitation in this policy engorsement
- for loss to property covered Coverage C limit. under Coverage C, subject to the
- \odot amount of the loss before repairs are make a claim for the actual cash value When the replacement cost for each made within six months after the actual payable under this provision must be claim for any additional amount made or replacement is completed. replacement is completed. You may value of the loss until actual repair or not pay for more than the actual cash occurrence is more than \$500, we do

Additional Coverage for Qualifying Newly

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Acquired Property - If you acquire new

Scheduled Personal Property in a class covered by this endorsement we cover the

additional property you acquire during the

policy period if you:

- cash value of the property at the time value includes a deduction for depreciation, Actual Cash Value Terms - Actual cash نم
 - The Actual Cash Value Terms apply to all property not subject to the however caused. Ξ
- The smaller of the following amounts is used in applying the terms under our Replacement Value Terms. (2)

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descriptions and valuations (e.g.

Provide us with complete

receipts or appraisals) within 30

days of the date you acquired

the property; and

Pay the additional premium due

from the date of the acquisition

This coverage applies for 30 days from the

date you acquire the property or until you

report the newly acquired property us,

- the cost to repair or replace the property with materials of like kind and quality to the extent practical; or <u>a</u>
 - the actual cash value of the property at the time of loss. <u>a</u>

The coverage provided by this endorsement does not increase our limit. All other terms, conditions and exclusions of the policy apply.

meeting the criteria above is 25% of the limit

The most we pay for newly acquired items

whichever comes first. This coverage does not extend past the end of the policy period.

apply if the newly acquired property class is

not scheduled.

Property Not Covered - We do not cover

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property. This additional coverage does not

shown in the Declarations for the class of

ENDORSEMENT No. PO6 (Ed. 2) Scheduled Personal Property

This endorsement changes your policy. Please read it carefully.

indicated in the Declarations is the most we will pay in the property indicated as Scheduled Personal Property in the Declarations. The limit(s) for each class of property described in this endorsement for the classes of personal event of a covered loss. If no limit is indicated for a class of property, then this endorsement does not apply to the For an additional premium, we provide the coverage class of property.

THE FOLLOWING SCHEDULE OF ITEMS WILL APPEAR IN THE DECLARATIONS:

Amount of

Premium	\$ Charge	Insured Value	\$ Amount
Insurance	Declared Amount		
Class of Personal Property Insurance Premium	 Each class of property Declare to be listed individually Amount here. 	No. List of Individual Items Scheduled for Each Class of Decoral Property	1 First item scheduled for first class of property.

property indicated as Scheduled Personal Property on the The following conditions apply only to the classes of Declarations

agree that if Scheduled Personal Property is storage location noted on the declarations, that the Scheduled Personal Property will be packed and unpacked by competent packers moved from the residence premises or the Competent Packers and Movers – You ,

property that causes it to damage or destroy itself; Any animal, improper storage resulting in in Extremes of i	nning fer of colors or nits nits colation file working r; r; se, ain; ch;	5	≓
property that ca damage or des Any animal; Improper storag loss due to: I. Da II. Ex III. Fa	or thir iv. Trans pigme v. Depris Damage caused w on the property to: i. Servia ii. Servia ii. Maint	5	x. Misson and the disappearance item, if the item part of a collect the disappeara form a collection a collection individually sch
. <u></u>			É

Contraband or property in the course of illegal transportation or Scheduled Personal Property in Scheduled Personal Property shipped by mail; ત્વં ġ. Ö

the custody of a transportation

Scheduled Personal Property

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company

that is part of a collection, unless Scheduled Personal Property on display at a location other than the property is individually scheduled ω

the residence premises, unless Declarations as the location for the location is indicated in the the Scheduled Personal Property; or

Personal Property – We insure Scheduled Perils Insured Against for Scheduled

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Golf balls

endorsement for risks of direct physical loss, due to an external cause, unless the loss is Personal Property covered by this due to:

- War and military action; Nuclear hazard: Neglect; نے نو بو بی تو تو
- Gradual deterioration, corrosion, Intentional acts; Wear and tear or rust;
- Inherent vice or defect, or any quality, fault, or weakness in Mechanical breakdown;

applicable to the item. If we pay the full limit applicable to an entire pair or set for loss to part of the pair or set, you ice in value of the lost or damaged part or the ō e In agree to surrender the item, if not lost remaining items of or stolen, and any In case of loss to a part of an parts when it is complete, we Pay only for the item that consists of several the pair or set. may elect to: Ö

No Deductible Applies – With respect to the Scheduled Personal Property indicated in the Declarations and covered by this

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Loss Settlement – With respect to the

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endorsement, no deductible applies.

- Scheduled Personal Property indicated in the Declarations and covered by this endorsement, the following Loss Settlement property is not agreed upon but The value of the covered Ferms apply: α
- will be determined at the time of loss or damage. We will pay the smallest of the following property at the time of loss or damage, unless the The actual cash value of the amounts:

item. If we pay the full limit applicable

applicable to the

cost to repair or Pay the full limit

replace it; or

:=

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- loss to a scheduled item. Property will only be reduced if there is a total the Declaration for Scheduled Personal Restoration of Limits - The limit(s) listed on
- Coverage applies while the property is anywhere in the world. Territory Where Coverage Applies –

ENDORSEMENT No. PO8 (Ed. 3) Personal Injury Coverage

This endorsement changes your policy. Please read

include personal injury. Liability, the definition of "bodily injury" is amended to For an additional premium, under Coverage E – Personal

of the following offenses. "Personal injury" means injury arising out of one or more

- malicious prosecution; False arrest, detention or imprisonment, or
- Invasion of privacy, wrongful eviction or Libel, slander or defamation of character; or

Section II Exclusions do not apply to personal injury

Personal injury does not include any of the following

- the use of the premises relating to the ownership, the maintenance or any indemnity obligations assumed by an contract or agreement. This does not include insured under a written contract directly Liability assumed by an **insured** under any
- knowledge or consent of an insured ordinance committed by or with the Injury caused by a violation of a penal law or
- and result in personal injury. knew the act would violate another's rights committed by an insured when that insured Liability or injury arising out of an act Libel, slander or defamation arising out of
- publication of material when the first the insured's direction when the insured Libel, slander or defamation arising out of a knew the material was false. publication of material by the **insured** or at

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- the inception of this policy Liability or injury resulting from exposure to publication of the material occurred prior to
- pollutants, mold or fungi

- φ Liability or injury arising out or communicable
- any person alleged, or threatened sexual molestation of Liability or injury arising out of the actual
- ဖ 5 an offense directly or indirectly related to the employment of this person by the "insured." **Bodily injury** arising out of or in connection Injury sustained by any person as a result of
- circumstance, involving a service or duty that is rendered, that is promised, that is owed or that is implied to be provided because of the an act or omission, regardless of its nature or nature of the business. This exclusion applies, but is not limited to, with a business engaged in by an insured.
- an insured Civic or public activities performed for pay by
- 12. Injury to you or an insured

All other terms and conditions of the policy remain unchanged.

Premises Burglary or Fire Alarm System Agreement ENDORSEMENT No. PO9 (Ed. 2)

it carefully. This endorsement changes your policy. Please read

a burglary alarm system or a fire alarm system, or both sprinkler system. removed. A fire alarm system includes an automatic to maintain this system in working order and to notify us approved by us on the residence premises. You agree For a premium credit, we acknowledge the installation of promptly of any change made to the system or if it is

All other terms and conditions of the policy remain

Limited Animal Liability Coverage **ENDORSEMENT No. PO14 (Ed. 3)**

it carefully. This endorsement changes your policy. Please read

dogs is excluded bird not apply, at any time, regardless of cause, to any liability For additional premium, this policy provides limited arising from any animal other than a dog, domestic cat, or indicated in the policy Declarations. This coverage does birds. This coverage is limited to the amount of coverage coverage for liability arising from dogs, domestic cats, or Liability arising out of any of the following types of

- Doberman Pincers Pit Bulls:
- Rottweilers
- German Shepherds
- Chows; Akitas;
- Huskies
- Malamutes
- Bull Mastiffs; or
- Stafford Shire Terriers

- There is no coverage for any liability arising from:

 a. dog that is a mixed breed any of the
- listed dog breeds dog that is a mixed breed any of the above
- vicious; or
- any animal with a previous bite history

nerein. limited to negligent supervision of any animal excluded actions of any animal excluded herein, including but not We shall have no duty to defend or indemnify any claim or "suit" seeking damages caused by or arising out of the

All other terms and conditions of the policy remain

Ordinance or Law Coverage **ENDORSEMENT No. PO16 (Ed. 2)**

it carefully.

For an additional premium, loss or damage by a Peril Insured Against to **residence premises** will be settled including the reasonable additional costs due to required compliance with any ordinance or law that regulates the

Declarations. limit, unless a higher limit is shown in the Policy The limit of this coverage is 10% of your Coverage A

We do not cover

- ordinance or law. Loss in value to any dwelling or other structure due to the requirements of any
- structure. pollutants in or on any covered dwelling or other response to or assessment of removal, containment, remediation or any law requiring testing, monitoring, clean up, The costs of complying with any ordinance or

harmful to human health to lead, asbestos, or other substances known to be contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste, and including but not limited "Pollutants" includes any solid, liquid or gas, irritant or

This endorsement changes SECTION I – PROPERTY COVERAGES, COVERAGE C – PERSONAL

- 9 ထ
- any dog known by breed or species to be

This endorsement changes your policy. Please read

construction, repair or demolition of residence premises

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All other terms and conditions of the policy remain unchanged

ENDORSEMENT No. PO17 (Ed. 3) Silverware Limits Increased Unscheduled Jewelry and

This endorsement changes your policy. Please read

PROPERTY, Special Limits of Liability, items 8 and 9.

- \$10,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
- goldware, pewter, and platinum, including \$10,000 for loss by theft of silverware,
- trophies and the like Silver or gold-plated ware, plateware flatware, hollowware, tea sets, trays,
- o Other utilitarian items made of or platinum. including silver, gold, pewter or

No other special limits of liability are altered by this

unchanged. Please read your policy All other terms and conditions of the policy remain

Personal Computer Equipment Coverage ENDORSEMENT No. PO18 (Ed. 3)

This endorsement changes your policy. Please read

this coverage described in this endorsement. No deductible applies to Item 11 is hereby deleted and replaced with the insurance SECTION I - PROPERTY COVERAGES, COVERAGE C PERSONAL PROPERTY, Special Limits of Liability.

DEFINITIONS

your insurance policy The following are added to the definitions that appear

- processing equipment to perform a task instructions used to direct electronic data "Computer program" means data in the form of
- 2 computer programs, other data, or media. processing equipment; including its components. However, **computer system** does not include "Computer system" means electronic data
- ω are recorded on media "Data" means facts, concepts, or instructions that
- "Media" means the material on which data is floppy discs, or compact discs. recorded, such as magnetic tapes, disc packs
- application of this endorsement caused by one or more perils we insure against by endorsement only, a loss to property insured "Occurrence" means, with respect to this

PROPERTY INSURED

maximum limits identified for each item below which is shown in the Declarations, subject to the We cover each of the following for the limit of liability

A **computer system** valued at no more than \$10,000.

- Computer programs and media purchased from a commercial source valued at no more than
- Data recreation valued at no more than \$2,000.

The insurance coverage provided by this endorsement applies to loss which occurs anywhere in the world.

PERILS INSURED AGAINST

property insured, caused by any peril not excluded under EXCLUSIONS - LOSSES NOT COVERED and subject to We will pay for direct and accidental loss or damage to the limits of liability listed in the Declarations.

EXCLUSIONS - LOSSES NOT COVERED

This endorsement does not insure against loss, damage or expense caused directly or indirectly by any one or more of the following items.

- Any loss excluded under Section I Exclusions. ÷
- Any loss caused by:
- air conditioning or automatic fire protective sprinkler system or of Freezing of a plumbing, heating, you have used reasonable care This provision does not apply if discharge, leakage or overflow appliance caused by freezing. a household appliance, or by from within the system or
- Maintain heat in the building; or Shut off water
- supply and drain all appliances of water; system and

automatic fire protective sprinkler reasonable care to continue the water supply and maintain heat in the building for coverage to premises is protected by an However, if the residence system, you must use

For purposes of this provision, a equipment or a roof drain, gutter, downspout or similar fixtures or plumbing system or household appliance does not include a sump, sump pump or related eduipment

- construction, until the dwelling is finished and occupied; Theft in or to a dwelling under Mold, fungus, or wet rot; نم

- mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or Vandalism and malicious malicious mischief, if the residence premises is unoccupied ö
 - extremes of temperature unless the direct cause of loss is: Dampness of atmosphere or ω
 - Rain or snow; or Refinishing, renovating, or Sleet or hail; repairing property;
- watercraft of all types, including Collision, other than collision with a land vehicle, sinking, swamping or stranding of Ö
 - Trailers;
- Outboard engines or Furnishings; Equipment; and :≣ .≥
- Acts or decisions, including the failure to act or decide, of any: motors; خ
- Person or group; or governmental body. Organization or However.
 - any ensuing loss not Wear and tear, marring, excluded in this policy covered
- quality in property that causes it Mechanical breakdown, latent defect, inherent vice, or any deterioration;
 - Smog, rust or other corrosion or to damage or destroy itself; Smoke from: dry rot;
 - smudging; or Agricultural operations. Industrial

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Perils Insured Against that apply migration, release or escape of pollutants unless the discharge. Discharge, dispersal, seepage dispersal, seepage, migration, caused by one or more of the under Coverage C - Personal Property of the policy form. release or escape is itself

No other special limits of liability are altered by this liquid, gaseous or thermal irritant or contaminant, including smoke, Waste includes material to be alkalis, chemicals and waste. Pollutants means any solid, recycled, reconditioned or vapor, soot, fumes, acids.

- Settling, shrinking, bulging or expansion, including resultant cracking, of: Ċ
 - Pavements or Footing or ≔
- Roofs or ceilings: Walls or Floors: foundations: ≘i.≥

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Bulkheads; Any animal

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Your policy does not provide additional coverage for the items that are insured by this endorsement. Any items that are scheduled separately are covered by the schedule and not this endorsement.

This coverage does not:

- Increase the Coverage C Personal Property limit of liability;
- Coverage C Property Not Covered. Modify any provision that applies to

All other terms and conditions of the policy remain

Home Freezer Contents Coverage ENDORSEMENT No. PO19 (Ed. 2)

it carefully.

This endorsement changes your policy. Please read

We will pay up to \$500 for loss to covered property stored in a freezer or refrigerator which is located on the **residence premises**. This coverage is additional insurance. No deductible applies to this coverage

All other terms and conditions of the policy remain

Increased Unscheduled Property Used in ENDORSEMENT No. PO28 (Ed. 3) Business (On Premises)

This endorsement changes SECTION I - PROPERTY it carefully

This endorsement changes your policy. Please read

COVERAGES, COVERAGE C – PERSONAL PORPERTY, Special Limits of Liability, item 2.

premises, used at any time or in any manner \$7,500 property, on the residence for any business purpose. κi

All other terms and conditions of the policy remain Please read your policy unchanged.

Townhouse or Row House Firewall Limit ENDORSEMENT No. PO38 (Ed. 2)

This endorsement changes your policy. Please read it carefully.

hour or that meets applicable building codes, whichever is A "frewall" is defined as a passive fire protection system that serves as a barrier between individual family units. The frewall must have a fire resistance rating of onegreater. It is understood and agreed that, as a condition of your policy, a firewall must separate each individual family unit applies regardless of the total limit or limits stated on the within the building where the insured dwelling is located, and it must extend from the lowest level through to the roof of the unit. If no **firewall** is present between each unit, or the firewall does not meet the criteria set forth above, all coverage for loss or damage due to fire or smoke is limited to a total of \$50,000. This special limit declarations for all coverages that apply to the loss.

All other terms and conditions of the policy remain

Difference in Conditions Endorsement for ENDORSEMENT No. PO39 (Ed. 2) HO-3 Policies

This endorsement restricts the coverage afforded by your

This endorsement changes your policy. Please read

it carefully.

policy.

coverage under our insurance for certain perils because you have other insurance which covers those perils. For a reduced premium, this endorsement eliminates

SECTION I - COVERAGE A - Dwelling, COVERAGE B - Other Structures, COVERAGE C - Personal Property, COVERAGE D - Loss of Use, & ADDITIONAL COVERAGES

Loss or damage caused by any one or more of the following Perils is not covered under your policy

- Fire or Lightning.
- occurring in the dwelling or other structure covered on the **insured location** or in a structure containing personal property Internal Explosion, meaning explosion 4 ₩
 - Windstorm or Hail. covered.
 - Explosion.
- Riot or Civil Commotion. Aircraft, including self-propelled missiles and 4.00
 - spacecraft Vehicles.
- Smoke, meaning sudden and accidental damage from smoke. 9.1
 - Volcanic Eruption.
- Any loss excluded in Section I Exclusions Vandalism or Malicious Mischief. 8, 9, 5

We will not cover loss, damage or expense arising out of any of the causes of loss listed above in this



whether collectible or not. other insurance if it had been in full force and effect, that would have been recoverable or due under your other insurance in force, we will not cover any loss not cover the loss or expense. If you fail to keep your endorsement, even when your other insurance does

unchanged. Please read your policy All other terms and conditions of the policy remain

Limited Sewer or Drain Backup Coverage ENDORSEMENT No. PO40 (Ed. 3)

This endorsement changes your policy. Please read

In SECTION I - EXCLUSIONS, the following exclusion

- Water Damage, meaning any loss caused by, resulting from, contributed to or aggravated by
- Water which backs up through sewers or any of these, whether or not driven by wind overflow of a body of water, or spray from Flood, surface water, waves, tidal water
- ဂ Water which overflows from a sump or sump

pump; or

structure driveway, foundation, swimming pool or other including water which exerts pressure on or seeps or leaks through a building, sidewalk, Water below the surface of the ground

water damage is covered Direct loss by fire, explosion or theft resulting from

deleted and replaced by

- Water Damage, meaning any loss caused by, resulting from, contributed to or aggravated by
- any of these, whether or not driven by wind overflow of a body of water, or spray from Flood, surface water, waves, tidal water
- Water below the surface of the ground, Water which overflows from a sump or sump
- driveway, foundation, swimming pool or other including water which exerts pressure on or seeps or leaks through a building, sidewalk,

Direct loss by fire, explosion or theft resulting from water damage is covered

backs up from a sewer or drain is specified in the Declarations. The limit of liability for Limited Sewer or loss to your dwelling, personal property, and loss of use, Drain Backup Coverage is the maximum we will pay for The limit of liability for losses resulting from water which

All other terms and conditions of the policy remain

Superior Home Protection Package **ENDORSEMENT No. PO41 (Ed. 1)**

it carefully. This endorsement changes your policy. Please read

For an additional premium, the following coverages and extensions of coverage are added to your policy

Coverage D – Loss of Use

Additional Living Expense. paragraph is added The following

This period of time is limited to seven days. time required for your household to settle elsewhere. premises or, if you permanently relocate, the shortest the shortest time required to repair or replace the its normal standard of living. Payment shall be for incurred by you so that your household can maintain cover any necessary increase in living expenses makes the **residence premises** uninhabitable, we If a power outage caused by a Peril Insured Against

apply to this coverage. Section I Exclusion 4 – Power interruption does not

been uninhabitable for 48 consecutive hours. Coverage begins when the residence premises has

Section I – Additional Coverages
The following items are amended as indicated.

Debris Removal. Debris removal provisions are replaced by the following:

We will pay your reasonable expense for the removal

- causes the loss; or Against that applies to the damaged property Debris of covered property if a Peril Insured
- Ö that has caused direct loss to a building or Ash, dust or particles from a volcanic eruption property contained in a building

This expense is included in the limit of liability that applies to the damaged property. If the amount to be debris removal expense. additional 5% of that limit of liability is available for limit of liability for the damaged property, and paid for the actual removal expense is more than the

We will also pay your reasonable expense, up to premises of: \$1,000, for the removal from the residence

- Your tree(s) felled by the peril of Windstorm or
- Snow or Sleet; or Your tree(s) felled by the peril of Weight of Ice
- A neighbor's tree(s) felled by a Peril Insured Against under Coverage C

more than \$500 of this limit will be paid for removal of any one tree. This coverage is additional insurance. loss regardless of the number of fallen trees. No The \$1,000 limit is the most we will pay in any one

4 following Service Charge provisions are replaced by the Fire Department Service Charge. Fire Department

> protect covered property from a Peril Insured incurred when the fire department is called to save or contract or agreement for fire department charges Against. This coverage is additional insurance. No We will pay up to \$750 for your liability assumed by

- deductible applies to this coverage.

 Credit Card, Fund Transfer Card, Forgery and Counterfeit Money. The amount we will pay is
- _ Personal Property Coverage Extension. We will property occurring while it is away from your pay up to \$5,000 for damage to your personal
- Earthquake;
- _andslide; or
- Collision or overturn of the conveyance in which your property is carried.

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with any vehicle, watercraft, or aircraft. Keys given to custodian are not considered stolen. We will pay the cylinders with ones of like kind and quality amount spent to repair or replace the locks or Keys are those to buildings and structures at the residence premises. We do not cover locks used be promptly notified of the theft. The locks must be direct result of stolen keys. We and the policy must Lock Replacement Coverage. We will pay up to replaced within 72 hours after the keys are stolen \$250 for locks or cylinders which are replaced as a

unchanged

RESOLUTION SERVICES COVERAGE **IDENTITY THEFT EXPENSE AND**

For an additional premium, the following Additional Coverage is added under Section I.

insured as the direct result of any one identity theft discovered during the policy period. Additionally, you will fraud specialist who will assist you in the process of have access to resolution services from a consumer We will pay up to \$25,000 for expenses incurred by an

person or group of persons is concerned or implicated is considered to be one **identity theft**, even if a series of group of persons acting in concert or in which any one acts continues into a subsequent policy period

With respect to the provisions of this endorsement only,

"Expenses" means

documents for financial institutions or similar credit grantors or credit agencies that have required that Costs for notarizing fraud affidavits such affidavits be notarized 윽 sımılar

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- increased from \$500 to \$3,000.
- residence premises caused by
- Flood (meaning rising water);

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All other terms and conditions of the policy remain

ENDORSEMENT No. PO42 (Ed. 1)

SERVICES IDENTITY THEFT EXPENSE AND RESOLUTION

restoring your identity.

Any act or series of acts committed by any one person or

the following definitions are added:

Ņ credit agencies, financial institutions or similar credit Costs for certified mail to law enforcement agencies

dropped or an acquittal of the insured.

Loan application fees for re-applying for a loan or wrongful incarceration tive weeks. Lost wages shall not apply in the case of crime in the **insured's** name, up to a maximum arising solely from someone else having committed a credit agencies and/or legal counsel, or to complete fraud affidavits, or due to wrongful incarceration meet with, or talk to, law enforcement agencies Lost wages as a result of time taken off from work to payment of \$1000 per week for a maximum period of absent all charges being

- because the lender information. loans when the original application is rejected solely received incorrect credit
- consent, for: Reasonable attorney fees incurred, with our prior

Defense of lawsuits brought against the insured

- The removal of any criminal or civil judgments by merchants or their collection agencies
- any information in a consumer credit report Challenging the accuracy or completeness of wrongly entered against an insured, and
- Charges incurred for long distance telephone calls to institutions or similar credit grantors, or credit agencies to report or discuss an actual identity merchants, law enforcement agencies, financial grantors, or credit

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Costs for daycare and eldercare incurred by an insured solely as a direct result of any one identity

using, without lawful authority, a means of identification of an **insured** with the intent to commit, or to aid or abet, law or a felony under any applicable state or local any unlawful activity that constitutes a violation of federal "Identity theft" means the act of knowingly transferring a

documentation and letters. and fraud monitoring, and preparing necessary report, alerting credit reporting agencies, providing credit crisis resolution. It also includes ordering your credit assigned to victim who works one-on-one, from first call to 'Resolution services" provides a personal advocate

EXCLUSIONS

The following additional exclusions apply to this coverage. We do not cover:

- insured. Loss arising out of **business** pursuits of any
- or in collusion with others. concert with an **insured**, or by any authorized representative of an **insured**, whether acting alone or criminal act by an **insured** or any person acting in concert with an **insured**, or by any authorized **Expenses** incurred due to any fraudulent, dishonest
- Loss other than expenses or resolution services

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DEDUCTIBLE

No deductible applies to identity theft coverage

YOUR DUTIES AFTER LOSS

After Loss, paragraph **g**. The following is added under Condition 2. Your Duties

bills or other records that support your claim for expenses under identity theft coverage. All other provisions of this policy apply Receipts.

RESOLUTION SERVICES COVERAGE WITH ENDORSEMENT No. PO43 (Ed. 1) IDENTITY THEFT EXPENSE AND ID ALERT

For an additional premium, the following Additional Coverage is added under Section I.

IDENTITY THEFT EXPENSE AND RESOLUTION SERVICES

discovered during the policy period. Additionally, you will We will pay up to \$25,000 for expenses incurred by an have access to resolution services from a consumer insured as the direct result of any one identity theft fraud specialist who will assist you in the process of restoring your identity.

person or group of persons is concerned or implicated is considered to be one **identity theft**, even if a series of Any act or series of acts committed by any one person or group of persons acting in concert or in which any one acts continues into a subsequent policy period.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added: "Expenses" means:

- documents for financial institutions or similar credit Costs for notarizing fraud affidavits or similar grantors or credit agencies that have required that such affidavits be notarized.
 - credit agencies, financial institutions or similar credit Costs for certified mail to law enforcement agencies, حi
- arising solely from someone else having committed a crime in the insured's name, up to a maximum five weeks. Lost wages shall not apply in the case of Lost wages as a result of time taken off from work to credit agencies and/or legal counsel, or to complete fraud affidavits, or due to wrongful incarceration payment of \$1000 per week for a maximum period of wrongful incarceration absent all charges being meet with, or talk to, law enforcement agencies, dropped or an acquittal of the insured. က 4
 - Loan application fees for re-applying for a loan or loans when the original application is rejected solely credit incorrect received lender because the information. 'n
 - Defense of lawsuits brought against the insured Reasonable attorney fees incurred, with our prior
- The removal of any criminal or civil judgments by merchants or their collection agencies, <u>ن</u>
- Challenging the accuracy or completeness of any information in a consumer credit report. wrongly entered against an insured, and
- or credit Charges incurred for long distance telephone calls to law enforcement agencies, financial or similar credit grantors, or credit merchants, institutions 6

Costs for daycare and eldercare incurred by an insured solely as a direct result of any one identity

"Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law. an insured with the intent to commit, or to aid or abet,

assigned to victim who works one-on-one, from first call to report, alerting credit reporting agencies, providing credit and fraud monitoring, and preparing necessary 'Resolution services" provides a personal advocate crisis resolution. It also includes ordering your credit documentation and letters.

Database screening and notification by phone or email of possible fraud of an insured that has provided Name, Address and Social Security Number. "ID Alert" provides a monthly proactive National

EXCLUSIONS

The following additional exclusions apply to this coverage.

arising out of business pursuits We do not cover: SSO

insured

Expenses incurred due to any fraudulent, dishonest or criminal act by an insured or any person acting in concert with an insured, or by any authorized representative of an insured, whether acting alone or in collusion with others. 'n

Loss other than expenses or resolution services. 3. Loss other **DEDUCTIBLE**

No deductible applies to identity theft coverage.

YOUR DUTIES AFTER LOSS

The following is added under Condition 2. Your Duties After Loss, paragraph g.:

(9) Receipts, bills or other records that support your claim for expenses under identity theft coverage.

All other provisions of this policy apply.

Extended Replacement Cost Coverage ENDORSEMENT No. PO44 (Ed. 2)

This endorsement changes your policy. Please read it carefully. In the event of a covered loss to the residence premises, we will pay to repair or replace the damaged or destroyed whether you must actually repair or replace the damaged over the policy's limits of liability. Your policy will specify extended replacement cost. The amount of recovery will dwelling with like or equivalent construction, up to 25% or destroyed residence premises in order to recover be reduced by your deductible.

possible periodic increases in the amount of coverage to coverage, you must insure the dwelling to its full replacement cost at the time the policy is issued, with To be eligible to recover extended replacement cost

alterations that increase the value of the insured dwelling Read your Declaration to determine whether your policy agencies to report or discuss an actual identity | adjust for inflation. You must also notify us about any by a certain amount (see your policy for that amount) includes coverage for building code upgrades. All other terms and conditions remain unchanged.

Homeowners Earthquake Endorsement ENDORSEMENT No. PO52 (Ed. 1)

This endorsement changes your policy. Please read it carefully.

earthquake including land shock waves or tremors, during For an additional premium, we insure for direct physical loss to property covered under Section 1 caused by or after a volcanic eruption.

- One or more earthquake shocks that occur within a seventy-two (72) hour period constitute a single earthquake
- Coverage B-Other Structures, and Coverage C-Personal Property. This deductible amount will not be apply separately to loss under Coverage A-Dwelling, liability that applies to the loss. This deductible will The deductible is 10% of the applicable limit of less than \$1,000 in any one loss. κi

Special Exclusions

any

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- We do not over loss resulting directly or indirectly from floods of any nature or tidal wave, whether
- before applying the deductible. For the purpose of caused by, resulting from, contributed to or aggravated by earthquake.
 We do not cover loss to exterior masonry veneer. this exclusion, stucco is not considered masonry The value of exterior masonry will be deducted veneer. α

stated in the Declarations and does not include the cost of This coverage does not increase the limits of liability filling, grading, or repairing land.

does not apply to loss caused by earthquake including land shock waves or tremors before, during or after a SECTION I - EXCLUSIONS, item 2, Earth movement volcanic eruption

All other provisions of this policy apply.

ENDORSEMENT No. PO53 (Ed. 1) Preferred Theft Coverage

SECTION I - PERILS INSURED AGAINST, COVERAGE C - PERSONAL PROPERTY, item 9, is hereby deleted in it carefully.

This endorsement changes your policy. Please read

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its entirety and replaced by the following:

In or to a dwelling under construction, or of materials and supplies for use in This peril does not include loss caused by theft: Committed by an insured;

the construction until the dwelling is

This peril does not include loss caused by theft that include loss caused by theft that occurs to property occurs to property on the residence premises if the dwelling is unoccupied. This peril does not on the residence premises by an insured, relative, tenant, guest, invitee or licensee.

All other terms and conditions remain unchanged.

NOTE: You MUST refer to your policy number when asking for information

POLICY SERVICE

NSURANCE COMPANY

PACIFIC SPECIALTY

Anaheim, CA 92815-0040 (714) 998-3158 Fax (714) 998-2190 (800) 303-5000 P.O. Box 40

Menlo Park, CA 94025-1010 3601 Haven Avenue (650) 780-4800 (800) 828-3003

FOR REPORTING OF CLAIMS: Please Call

800-962-1172

POLICY NUMBER MUST ACCOMPANY **CLAIM REPORT AND ALL** CORRESPONDENCE

If you have a complaint, the following should be contacted ONLY after you have contacted your agent, the general agent or the company and they have failed to produce a satisfactory

solution

California Department of Insurance 300 S. Spring Street Consumer Services Bureau Los Angeles, CA 90013 1-800-927-4357