

US Household endorsements

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**BUILDER'S RISK LIABILITY COVERAGE
(Residence Premises Only)**

For the premium charged:

DEFINITIONS

The definition of "residence premises" is amended to include a one or two family dwelling under construction described in the Declarations of this policy.

The following definition is added:

"Operations" means all interior or exterior renovation, rehabilitation, structural alterations of any kind, new construction, moving buildings and demolition.

SECTION II – LIABILITY COVERAGES

This insurance applies only to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises" shown in the Declarations of this policy.

The following is added:

Coverage E – Personal Liability does not apply to:

- a) "bodily injury" or "property damage" arising out of the "operation" performed for the "insured" by independent contractors or acts or omissions of the "insured" in connection with his general supervision of such "operations"; and,
- b) "bodily injury" to any independent contractor or any employee of such contractor or to any obligation of any "insured" to indemnify or contribute with another because of damages arising out of the bodily injury;
- c) "bodily injury" to a person arising out of any:
 - 1) refusal to employ that person;
 - 2) termination of that person's employment; or
 - 3) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.

These exclusions apply:

- 1) Whether the insured may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Coverage F – Medical Payments, does not apply.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATASTROPHIC GROUND COLLAPSE FOR FLORIDA

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PRINCIPAL BUILDING BEING CONDEMNED AND UNINHABITABLE. YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES.

SECTION I – PROPERTY COVERAGES

We agree to extend your insurance to cover the "principal building" against direct physical loss or physical damage caused by "catastrophic ground cover collapse" happening during the period of insurance. This "catastrophic ground cover collapse" coverage does not apply to Coverage B – Other structures.

SECTION I – EXCLUSIONS

Earth Movement Exclusion Paragraph A. 2. does not apply to loss caused by "catastrophic ground cover collapse".

DEFINITIONS

"Catastrophic Ground Cover Collapse"

"Catastrophic ground cover collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage" of the "principal building" insured under this Policy, including the foundation; and
- d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".

"Principal Building"

"Principal building" means the dwelling where you reside on the "residence premises" shown in the Declarations, including structures attached to the dwelling. "Principal building" does not include any other buildings or structures at that location.

"Structural Damage"

"Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in the Standard Specifications for Tolerance for Concrete Construction and Materials (ACI 117-90) or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;

- b. Foundation displacement or deflection in excess of acceptable variances as defined in the Building Code Requirements for Structural Concrete (ACI 318-95) or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
- c. Damage that results in listing, leaning or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code.

"Primary Structural Member"

"Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

"Primary Structural System"

"Primary structural system" means an assemblage of "primary structural members".

COURSE OF CONSTRUCTION/RENOVATION ENDORSEMENT

Attached to and forming part of CERTIFICATE NUMBER: **{RESPONSE}**

In the event of any construction or renovation work at the premises described in the Declarations the following conditions shall apply.

CONTRACTORS INSURANCE

You must ensure that the builder, general contractor, project manager and all subcontractors carry Commercial Liability cover with minimum limits of liability of \$ **{RESPONSE}** per occurrence.

Failure to comply with this condition will render this insurance null and void.

WAIVERS OF SUBROGATION

You must not waive any rights of recovery against any person without our prior written agreement.

Failure to comply with this condition will render this insurance null and void.

CONSTRUCTION DEBRIS

You must ensure that no burning of debris or waste will take place on the "residence premises". Refuse, waste and debris to be removed regularly from the site.

Failure to comply with this condition will render this insurance null and void.

FIRE PROTECTIONS

You must ensure that visible and accessible fire extinguishers be placed on each level of the dwelling.

Failure to comply with this condition will render this insurance null and void.

THEFT OF UNFIXED BUILDING MATERIALS

Theft of materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises" is limited to \$ **{RESPONSE}** subject to the deductible shown in the Declarations.

PERSONAL LIABILITY

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

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
 - a.** Liability for "bodily injury" or "property damage" arising out of the:
 - (1)** Ownership of such vehicle or craft by an "insured";
 - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
 - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
 - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - b.** For the purpose of this definition:
 - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
 - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
 - 3.** "Business" means:
 - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b.** Any other activity engaged in for money or other compensation, except the following:
 - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4)** The rendering of home day care services to a relative of an "insured".
 - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
 - 5.** "Insured" means:
 - a.** You and residents of your household who are:
 - (1)** Your relatives; or
 - (2)** Other persons under the age of 21 and in the care of any person named above;
 - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1)** 24 and your relative; or
 - (2)** 21 and in your care or the care of a person described in **a.(1)** above;

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **a.** or **b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- d. With respect to a "motor vehicle" to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

- 6. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or

- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

- 7. "Motor vehicle" means:
 - a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage".
- 9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- 10. "Residence employee" means:
 - a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
- 11. "Residence premises" means:
 - a. The one family dwelling where you reside;
 - b. The two, three or four family dwelling where you reside in at least one of the family units; or
 - c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

LIABILITY COVERAGES

A. Coverage L – 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:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
- (2) Rented to others;
- (3) Used to carry persons or cargo for a charge; or
- (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service an "insured's" residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
- d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or
- e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or
 - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Coverages **L** and **M** do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;

- (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
 - b. Rented to an "insured"; or
 - c. Rented to others by an "insured";
- that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage L – Personal Liability

Coverage **L** does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:

a. Is also an insured under a nuclear energy liability policy issued by the:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada;

or any of their successors; or

b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definitions 5.a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured":

a. To repay; or

b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage M – Medical Payments To Others

Coverage **M** does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":

- a. Occurs off the "insured location"; and
- b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

3. From any:

- a. Nuclear reaction;
- b. Nuclear radiation; or
- c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

d. Any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

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

C. Damage To Property Of Others

- 1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. We will not pay for "property damage":
 - a. Caused intentionally by an "insured" who is 13 years of age or older;
 - b. To property owned by an "insured";
 - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - d. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **d.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

CONDITIONS

A. Limit Of Liability

Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the Coverage **L** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** limit of liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage M – Medical Payments To Others

1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage M – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **L** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **M** or Paragraph **C. Damage To Property Of Others** under Additional Coverages.

K. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY
(Non-Owner Occupied Dwelling)

SCHEDULE*

Location*	
Number of Families*	
*Entries may be left blank if shown elsewhere in this policy for this coverage.	

DEFINITIONS

Definition **6.** "Insured location" is extended to include the premises shown in the Schedule above.

LIABILITY COVERAGES

Coverage **L** – Personal Liability and Coverage **M** – Medical Payments To Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance, occupancy or use of the premises shown below.

EXCLUSIONS

Exclusion **E.2.** does not apply to the premises shown in the Schedule.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED ENDORSEMENT

FOR USE WITH FORM HO 00 03, HO 00 05, HO 00 06 and HO 00 08

SCHEDULE
Name and Address of Person/Organization
Interest in Insured Property

The following is added to subparagraph **A.** of **DEFINITIONS:**

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

In respect of **Coverage E – Personal Liability** of **SECTION II – LIABILITY COVERAGES** this definition is extended to include any "additional named insured" as shown in the Schedule above.

Subparagraph **B.6.** of **DEFINITIONS** is deleted in its entirety and replace with the following:

"Insured location" means the "residence premises";

Paragraph **A.** **Coverage E – Personal Liability** of **SECTION II – LIABILITY COVERAGES** is extended to include the following:

Liability coverage for an "additional named insured" as shown in the Schedule above is restricted to apply only with respect to "bodily injury" or "property damage" arising out of the maintenance or care of the "residence premises" provided that the "additional named insured" to be indemnified:

- a. has not, in our reasonable opinion, caused or contributed to the claim made under this policy;
- b. accepts that we can control the claim's defense and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defense of any claim before we are notified of it;
- d. gives us the information and co-operation we reasonably require for dealing with any claim.

This policy does not cover the following with respect to an "additional named insured" as shown in the Schedule above:

- a. "motor vehicle liability"; or
- b. "watercraft liability"

All other terms and conditions of the policy remain the same.

ADDITIONAL LIABILITY EXCLUSIONS (2017)

It is understood and agreed that:

- A. The Personal liability and Medical Payments sections of your policy do not apply to “bodily injury” or “property damage”:
1. Arising out of or caused directly or indirectly by any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.
 2. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to, inhalation, ingestion or existence of asbestos, or any other material, substance or structure containing asbestos; or
 - b) repair, removal, encapsulation, abatement, replacement or handling of asbestos, or any other material, substance or structure containing asbestos;whether or not the asbestos is or was at any time airborne, contained in a product or structure, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.
 3. Arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or man-made.
 4. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to or existence of lead or any material or substance containing lead; or
 - b) repair, removal, encapsulation, abatement, replacement or handling of lead or any other material or substance containing lead;whether or not the lead is or was at any time airborne, contained in a product, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

This exclusion also applies to any loss, cost, expense or damages, whether direct or consequential, arising out of any:

 1. request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise lead or any other material or substance containing lead or in any way respond to, or assess the effects of lead, or
 2. claim or suit relating to testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralising lead or any other material substance containing lead or in any way responding to, or assessing the effects of lead.
 5. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to, inhalation, ingestion or existence of radon gas; or
 - b) removal, encapsulation, abatement, or handling of radon gas.
 6. Arising out of:

- a) any direct or indirect, actual or alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants whatsoever and wheresoever occurring.
- b) any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise pollutants, or in any way respond to, or assess the effects of pollutants.

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

- 7. Arising from the use or ownership of any swimming pool that does not comply with any Federal, State, local government or other governmental authority law or regulation.

B. The Personal liability and Medical Payments sections of your policy do not apply to liability:

- 1. Arising from a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
- 2. Arising from any act, error or omission in respect of the provision of employee benefits of any kind by **you**.

C. This insurance shall not apply to fines, penalties, punitive damages, exemplary or non compensatory damages, or any damages resulting from the multiplication of compensatory damages.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ADDITIONAL LIABILITY EXCLUSIONS (2017) Continued.

Mold Limitation

The following limitation applies to the Personal Liability and Medical Payments to Others sections of your policy.

If a claim is made or suit is brought against you for damages because of "bodily injury" or "property damage" caused by an "occurrence" of mold, mildew, fungus, spores or other microorganism at the dwelling where you reside which is shown in the Declarations, whose presence poses an actual or potential threat to human health, we will:

- a) pay up to USD 50,000 in all during the period of insurance for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
- b) provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

Personal Liability and Medical Payments to Others do not apply to monitoring, testing, clean up, removal, encapsulation, abatement, treatment or handling of mold, mildew, fungus, spores or other microorganism.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Hiscox London Market
Builder's Risk/COC Questionnaire

Applicant(s): _____

Project Information

1. Type of project? New construction
 Renovation

2. Description of project:

3. Value of existing structures: \$ _____

4. Estimated completed value: \$ _____ (existing value + cost of project)

5. Start date: _____ / _____ / _____ (MM/DD/YY)

6. Estimated completion date: _____ / _____ / _____ (MM/DD/YY)

7. Percentage already completed: _____ %

Contractor Information

8. Name of General Contractor (GC): _____

9. Licensed? Yes No

10. Building permits? Yes No

11. Does GC carry insurance? Yes No

If yes, please state limits: \$ _____

12. Are sub-contractors licenced? Yes No N/A

13. Are any waivers of rights in place between the insured and GC?

Yes No

Security Information

14. Describe any security features (e.g. lighting, 24hr guards, locked structures, fire extinguishers, etc.):

Applicant(s) signature: _____

Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE WAIVER ENDORSEMENT

The deductible amount(s) shown in the Declarations will not apply to a covered loss exceeding \$50,000.

This deductible waiver does not apply to any wind, hail, earth movement, water and/or any other named insured peril deductible amount shown in the Declarations.

All other provisions of this policy apply.

You have declared to us that you conduct business activities from the "residence premises" which are of a clerical and administrative nature only. If the nature of your business activity changes during the period of insurance you must tell us as soon as possible. Not doing so could result in your insurance being invalid or your claim not being paid.

In return for the additional premium you have paid we agree to extend Coverage C – Personal Property of Section I – Property Coverages and Section II – Liability Coverages as follows.

All of the terms and conditions of the attached policy apply to this extension.

Home office extension

Coverage C – Personal Property

We will insure your business personal property comprising of the office furniture and office equipment used for clerical and administrative work you carry out in your home against physical loss or physical damage which happens during the period of insurance. The cover applies while such office furniture and office equipment is located within your home and while temporarily removed for no longer than 60 consecutive days anywhere else in the world. When settling your claim we will decide whether to repair or replace the lost or damaged item or pay you the replacement cost. We will not deduct anything for wear and tear.

The following special limits of liability apply to your business personal property:

- a. \$(response) while such property is on the "residence premises".
- b. \$(response) while such property is away from the "residence premises".

Section II – Liability Coverages

Coverage E – Personal Liability

If a person visiting your home for the purposes of the business activities described above makes a claim or brings a suit against you for damages which you may legally have to pay for an accident which happens during the period of insurance in or about the "residence premises" and which causes "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

The business exclusion within the attached **policy** will not operate to negate the "bodily injury" or "property damage" cover provided under this extension.

Coverage E - Deductible

With respect to each "occurrence" we will pay only that part of damages for "property damage" which exceeds \$1,000.

Coverage F – Medical Payments To Others

We will pay, up to our limit of liability shown in the declarations page, the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury" to a person visiting your home for the purposes of the business activities described above, which happens during the period of insurance in or about the "residence premises". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

The business exclusion within the attached **policy** will not operate to negate the medical expenses cover provided under this extension.

All other terms of your policy remain unchanged

**Hiscox London Market
LLC, Corporation, Trust or LLP Named Insured Questionnaire**

1. What is the name of the LLC, Corporation, Trust or LLP ('LLC')?

2. What are the name(s) and occupation(s) of the principal(s)/member(s)/trustee(s)/beneficiary(ies) of the LLC?

Principal Name	Principal Occupation

3. Does the LLC ever engage in any form of business activity other than the ownership of this dwelling? If yes, please give details.

4. Do any of the principal(s)/member(s)/trustee(s)/beneficiary(ies) of the LLC permanently reside in the home? If not, who does?

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED STORM DEDUCTIBLE ENDORSEMENT

We will pay only that part of the total of all loss payable that exceeds the Named Storm deductible amount shown in the Declarations. No other deductible in the policy applies to loss or damage caused by a Named Storm.

A Named Storm is a storm system that has been identified as a tropical storm or hurricane and assigned a name by the National Hurricane Center (NHC) or the Central Pacific Hurricane Center (CPHC) of the National Weather Service.

A Named Storm begins at the time a watch or warning is issued by the NHC or CPHC for the area in which your dwelling is located, and ends 72 hours after the termination of the last watch or warning issued for that area by the NHC or CPHC.

The Named Storm Deductible amount, as shown in the Declarations, applies to covered loss or damage caused directly or indirectly by each Named Storm.

All other provisions of this policy apply.

Hiscox London Market
Short Term Rental Questionnaire

Applicant(s): _____

1. What is the minimum number of nights rented?

2. What is the rate per night charged?

3. How many weeks per year is property rented?

4. Is there a management company contracted for this rental?

Yes No

If Yes, do they have General Liability? Yes No Limit: \$ _____

If Yes, have they asked for a waiver or to be added as an additional insured?

Yes No

If No, how are renters screened? _____

5. Is the rental inspected after each occupant?

Yes No

If Yes, please describe how frequently the property is inspected:

6. Is this property in a rental pool?

Yes No

If Yes, please describe: _____

7. Are there any employees? (Maids, Groundskeeper, Caretaker)?

Yes No

If Yes, are they resident employees? Please describe:

Applicant(s) signature: _____

Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANICAL BREAKDOWN COVERAGE

SCHEDULE

Mechanical Breakdown Coverage Aggregate Limit Of Liability	
Limit Of Liability	\$
Deductible	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Definitions

With respect to the coverage provided by this endorsement, the following definitions are added:

1. "Mechanical breakdown" means direct loss to a "household appliance" located on the "residence premises" caused by, resulting from, or consisting of:
 - a. Failure of pressure or vacuum equipment;
 - b. Mechanical failure; or
 - c. Rupture, bursting, bulging, implosion or steam explosion.
2. "Household appliance" means equipment or appliances usual to the occupancy, maintenance or use of a dwelling that generate, transmit or utilize energy to operate, including, but not limited to, the following:
 - a. Central air conditioning systems;
 - b. Central vacuum systems;
 - c. Chairlifts and elevators;
 - d. Heating systems, including water heaters;
 - e. Home automation and security systems;
 - f. Saunas, hot tubs and therapeutic baths;
 - g. Swimming pool pumps and filtration systems;
 - h. Stoves, wall ovens and refrigerators; and
 - i. Well water pumps and sump pumps.

For purposes of this endorsement, "household appliance" does not include any part of a plumbing system, fire protection system or any roof drain, gutter, downspout or similar fixtures or equipment.

B. Section I – Property Coverages

E. Additional Coverages

The following coverage is added:

Mechanical Breakdown Coverage

We will pay for direct loss to a "household appliance" caused by and confined to a "mechanical breakdown".

C. Section I – Perils Insured Against

With respect to the coverage provided by this endorsement, Paragraph **A.2.c.(6)(b)** is replaced by the following:

- (b) Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

D. Section I – Conditions

With respect to the coverage provided by this endorsement, the following is added to Paragraph **A. Insurable Interest And Limit Of Liability**:

However, our total liability in any one policy period for all damages resulting from the total of all incidents of "mechanical breakdown" during the policy period will not be more than the Mechanical Breakdown Coverage Aggregate Limit Of Liability shown in the above Schedule. This is the most we will pay regardless of the number of:

1. Claims made; or
2. Items of "household appliances" which suffer a "mechanical breakdown".

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Settlement** is replaced by the following:

D. Loss Settlement

Our payment for a "mechanical breakdown" to a "household appliance" will not be more than the least of the following amounts:

1. The cost at the time of the "mechanical breakdown" to repair the damaged "household appliance";
2. The cost at the time of the "mechanical breakdown" to replace the damaged "household appliance" with property of like kind and quality;
3. The amount actually spent to repair or replace the damaged "household appliance"; or
4. The Mechanical Breakdown Coverage Aggregate Limit Of Liability shown in the Schedule.

E. Deductible

We will pay only that part of the total loss payable that exceeds the deductible amount shown in the above Schedule.

If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY HOME ENHANCEMENT ENDORSEMENT

WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW

A. Coverage

We insure, up to \$ 25,000 for direct physical loss, not caused by your negligence, to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
 - a. Sump, sump pump; or
 - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** stated in the Declarations.

B. Section I – Perils Insured Against

With respect to the coverage described in **A**. above, Paragraph:

A.2.c.(6)(b) in Form **HO 00 03**;

A.2.e.(2) in Form **HO 00 05**;

2.j.(2) in Endorsement **HO 05 24**;

3.j.(2) in Endorsement **HO 17 31**; and

2.c.(6)(b) in Endorsement **HO 17 32**;

is deleted and replaced by the following:

Latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

C. Special Deductible

We will pay only that part of the loss that exceeds the deductible amount shown in the Declarations.

D. Exclusion

The Water Damage exclusion is deleted and replaced by the following:

Water Damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water, or water-borne material, which:

(1) Backs up through sewers or drains; or

(2) Overflows or is discharged from a sump, sump pump or related equipment;

as a direct or indirect result of flood; or

c. Water, or water-borne material, below the surface of the ground, including water which:

(1) Exerts pressure on; or

(2) Seeps or leaks through;

a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

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

MOLD, MILDEW AND FUNGUS LIMITED COVERAGE

A. Applicable to Coverage A – Dwelling, Coverage B - Other Structures only

Notwithstanding any provision to the contrary within this policy together with any attached endorsement, this policy insures physical damage to property insured under Coverage A and Coverage B, and subsequent loss of use as insured under this policy by mold, mildew or fungus but only when such damage is the direct result of physical loss or damage to property insured under Coverage A and Coverage B by one of the following Listed Perils occurring during the period of this policy.

Listed Perils

Fire; Accidental Discharge or Overflow of Water.

This coverage is subject to all limitations contained within this policy and, in addition, to each of the following specific limitations:

1. The said property must be insured by this policy for physical damage by the Listed Peril.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

2. You must report to us the existence of the damage by mold, mildew or fungus as soon as practicable but in no event later than six months from the date that the Listed Peril first damaged the insured property. This policy does not insure any damage by mold, mildew or fungus first reported to insurers after such six month period.
 3. Insurance under this policy in respect of mold, mildew or fungus shall not include any sum relating to:
 - (i) faulty workmanship, material, construction or design;
 - (ii) mold, mildew or fungus that is not the direct result of physical loss or damage to property insured under Coverage A and Coverage B, by a Listed Peril during the period of this policy including any governmental or regulatory direction or request of whatsoever nature relating to such mold, mildew or fungus.
 4. The maximum amount payable under this policy for insured damage and subsequent loss of use as insured hereunder this policy by mold, mildew or fungus including all related costs and expenses is \$ 25,000 any one loss and in the aggregate.
- B. Except as set forth in the foregoing Section A this policy does not insure any loss, damage, claim, cost or expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Furthermore, it is understood that no coverage is provided under Coverage E and Coverage F of this policy directly or indirectly arising out of or relating to mold, mildew or fungus of whatsoever nature.

The foregoing Sections A and B replace and supersede any provision in the policy that may provide insurance, in whole or in part, for these matters.

PERSONAL INJURY COVERAGE

Under Coverage C (Personal Liability), the definition of **bodily injury** is amended to include personal injury.

“Personal Injury” means injury arising out of one or more of the following offenses, but only if the offence was committed during the policy period.

1. False arrest, malicious prosecution, or willful detention or imprisonment.
2. Libel, slander or defamation of character.
3. Invasion of privacy, wrongful eviction or wrongful entry.

This insurance does not apply to “personal injury”:

1. Caused by you or at your direction with the knowledge that the act would violate the rights of another and would inflict “personal injury”;
2. Liability assumed by you under any contract or agreement.
3. Injury caused by the wilful violation of a penal statute or ordinance committed by you or with your knowledge or consent.
4. Injury caused directly or indirectly by you and sustained by any person who is an employee of yours at the time of the offense causing the injury.
5. Civic or public activities performed by you for which you receive a remuneration.
6. Injury arising out of any advertising, broadcasting, or television activities by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY FRAUD EXPENSE COVERAGE

DEFINITIONS

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

1. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. "Expenses" means:
 - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
 - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
 - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
 - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
 - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
 - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
 - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
 - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

The following Additional Coverage is added under Section I:

IDENTITY FRAUD EXPENSE

We will pay up to \$ 15,000 for "expenses" incurred by you as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against you, is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by you or any person aiding or abetting you, or by any representative authorized by you, whether acting alone or in collusion with others.
3. Loss other than "expenses".

SPECIAL DEDUCTIBLE

We will pay only that part of the loss that exceeds the deductible amount shown in the Declarations.

SECTION I – CONDITION

B. Duties After Loss

The following is added:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECONDARY HOME ENHANCEMENT ENDORSEMENT

PROTECTIONS CLAUSE

We do not cover loss or damage caused by theft, attempted theft or vandalism and malicious mischief, and any ensuing loss caused by an intentional and wrongful act committed in the course of theft, attempted theft, vandalism and malicious mischief unless all the physical protections are in use and all security systems are in full and effective operation whenever the dwelling is left unattended.

We do not cover loss or damage caused by fire unless all the fire alarm systems and/or automatic fire protective sprinkler system you have told us about are in full working order at all times.

You must advise us as soon as reasonably possible if for any reason any protection or security system is not working properly. We may then amend the terms of this policy.

UTILITY CLAUSE

You must ensure that all utilities are disconnected and water tanks, apparatus and pipes are drained while the dwelling is left "vacant" unless you keep the dwelling heated to a temperature of at least 55° Fahrenheit

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

"Vacant" means at the time of loss or damage the dwelling has not been permanently lived in for 60 consecutive days, or does not have enough furniture to be lived in normally.

PREMISES LIABILITY

The Personal Liability and Medical Payment To Others coverage provided under the attached policy are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the "residence premises" shown in the declarations page.

WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW

A. Coverage

We insure, up to \$ 25,000 for direct physical loss, not caused by your negligence, to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
 - a. Sump, sump pump; or
 - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** stated in the Declarations.

B. Section I – Perils Insured Against

With respect to the coverage described in **A**. above, Paragraph:

A.2.c.(6)(b) in Form **HO 00 03**;

A.2.e.(2) in Form **HO 00 05**;

2.j.(2) in Endorsement **HO 05 24**;

3.j.(2) in Endorsement **HO 17 31**; and

2.c.(6)(b) in Endorsement **HO 17 32**;

is deleted and replaced by the following:

Latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

C. Special Deductible

We will pay only that part of the loss that exceeds the deductible amount shown in the Declarations.

D. Exclusion

The Water Damage exclusion is deleted and replaced by the following:

Water Damage, meaning:

- a. Flood, surface water, waves including tidal wave and tsunami, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind including storm surge;
- b. Water, or water-borne material, which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood; or
- c. Water, or water-borne material, below the surface of the ground, including water which:
 - (1) Exerts pressure on; or
 - (2) Seeps or leaks through; a building, sidewalk, driveway, patio, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

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

MOLD, MILDEW AND FUNGUS LIMITED COVERAGE

- A. Applicable to Coverage A – Dwelling, Coverage B - Other Structures only

Notwithstanding any provision to the contrary within this policy together with any attached endorsement, this policy insures physical damage to property insured under Coverage A and Coverage B, and subsequent loss of use as insured under this policy by mold, mildew or fungus but only when such damage is the direct result of physical loss or damage to property insured under Coverage A and Coverage B by one of the following Listed Perils occurring during the period of this policy.

Listed Perils

Fire; Accidental Discharge or Overflow of Water.

This coverage is subject to all limitations contained within this policy and, in addition, to each of the following specific limitations:

1. The said property must be insured by this policy for physical damage by the Listed Peril.
 2. You must report to us the existence of the damage by mold, mildew or fungus as soon as practicable but in no event later than six months from the date that the Listed Peril first damaged the insured property. This policy does not insure any damage by mold, mildew or fungus first reported to insurers after such six month period.
 3. Insurance under this policy in respect of mold, mildew or fungus shall not include any sum relating to:
 - (i) faulty workmanship, material, construction or design;
 - (ii) mold, mildew or fungus that is not the direct result of physical loss or damage to property insured under Coverage A and Coverage B, by a Listed Peril during the period of this policy including any governmental or regulatory direction or request of whatsoever nature relating to such mold, mildew or fungus.
 4. The maximum amount payable under this policy for insured damage and subsequent loss of use as insured hereunder this policy by mold, mildew or fungus including all related costs and expenses is \$ 25,000 any one loss and in the aggregate.
- B. Except as set forth in the foregoing Section A this policy does not insure any loss, damage, claim, cost or expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Furthermore, it is understood that no coverage is provided under Coverage E and Coverage F of this policy directly or indirectly arising out of or relating to mold, mildew or fungus of whatsoever nature.

The foregoing Sections A and B replace and supersede any provision in the policy that may provide insurance, in whole or in part, for these matters.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SHORT TERM RENTAL ENDORSEMENT

FOR USE WITH DWELLING PROPERTY FORM

The following amendments are made to your policy and apply while the Described Location is being occupied as living accommodation by a paying guest with whom you have an agreed rental contract.

COVERAGES

1. The definition section of your policy is extended to include the following:
"Short term" means a period of time, no longer than 30 consecutive days, during which you have allowed a private individual(s) or family, with whom you have an agreed rental contract, stay at your home.
2. Subparagraph **1. Covered Property of C. Coverage C – Personal Property** is deleted in its entirety and replaced with the following:
We will cover personal property, usual to the occupancy of the dwelling, which is owned or used by you or members of your family. We will only cover such property while located at the Described Location.
3. Section **D. Coverage D – Fair Rental Value** is deleted in its entirety and replaced by the following:
If a loss covered under this policy makes the Described Location rented to others on a "short term" basis or held for rental by you not fit to live in, we cover, up to the limit of insurance shown in the Declarations, the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.
Payment will be for the shortest time required to repair or replace such premises.
4. Subparagraph **4. World-wide Coverage of F. Other Coverages** is deleted in its entirety.

5. Subparagraph **8. Vandalism Or Malicious Mischief of B. Coverage C – Personal Property** is deleted in its entirety and replaced with the following:
 8. Vandalism or Malicious Mischief.
6. Subparagraph **9. Damage By Burglars of Coverage C – Personal Property** is deleted and replaced with the following:
Theft or attempted theft
This peril does not include:
 - (1) Loss caused by theft committed by an "insured";
 - (2) Loss or damage to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss or damage occurs.

The following section is added to the policy:

LIABILITY

If endorsement **DL 24 01** is added to this policy, the following amendments apply:

- This policy does not cover:
- a. "motor vehicle liability"; or
 - b. "watercraft liability"

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER STRUCTURES ON THE RESIDENCE PREMISES
INCREASED LIMITS**

SCHEDULE*

<p>Description Of Structure And Additional Limit Of Liability</p>
<p>*Entries may be left blank if shown elsewhere in this policy for this coverage.</p>

**SECTION I – PROPERTY COVERAGES
COVERAGE B – OTHER STRUCTURES**

We cover each structure that is:

1. On the "residence premises"; and
 2. Described in the Schedule above;
- for the additional limit of liability shown in the Schedule for that structure.

The limit shown is in addition to the Coverage **B** limit of liability.

Each additional limit of liability shown applies only to that described structure.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW INCREASED AMOUNT OF COVERAGE

SCHEDULE*

New Total Percentage Amount:

*Entry may be left blank if shown elsewhere in this policy for this coverage.

SECTION I – PROPERTY COVERAGES ADDITIONAL COVERAGES

11. Ordinance Or Law

The total limit of liability that applies:

a. To Coverage **A**, or

b. For Form **HO 00 04**, to Building Additions And Alterations;

is increased from 10% to the percentage amount shown in the Schedule above.

This is Additional Coverage **10**. in Form **HO 00 06**.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY

DEFINITIONS

The following definition is added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

The following is added to Coverage E – Personal Liability:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II – Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal Injury":
 - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - d. Arising out of a criminal act committed by or at the direction of an "insured";
 - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
 - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
 - g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

h. Arising out of civic or public activities performed for pay by an "insured";

i. To you or an "insured" as defined under Definition 5.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

- (1) To repay; or
- (2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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

2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Assessment** is deleted and replaced by the following:

D. Loss Assessment

We will pay up to \$1000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

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

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Section II – Condition I. Policy Period does not apply and Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After Occurrence** are deleted and replaced by the following:

A. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage **E**. This limit is the same regardless of the number of "insureds", claims made or suits brought.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

C. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and "named insured";
 - b. Reasonably available information on the time, place and circumstances of the offense; and
 - c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;

5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".
- All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY FRAUD EXPENSE COVERAGE

DEFINITIONS

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

1. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. "Expenses" means:
 - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
 - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
 - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
 - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
 - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
 - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
 - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
 - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

The following Additional Coverage is added under **Section I:**

IDENTITY FRAUD EXPENSE

We will pay up to \$ 15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

SPECIAL DEDUCTIBLE

We will pay only that part of the loss that exceeds the deductible amount shown in the Declarations.

SECTION I – CONDITION

B. Duties After Loss

The following is added:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply.

* Entries may be left blank if shown elsewhere in this policy for this coverage

JEWELLERY CLAUSE

This insurance does not cover loss of jewellery or watches by theft or disappearance unless such property is:

- a. being worn; or
- b. deposited in a bank or locked safe or hotel/motel safe
- c. being carried by hand under the personal supervision of the Insured.

This exclusion only applies to individual items of jewellery and watches with a value of USD15,000 or more .

All other terms, conditions, limitations and exclusions remain unchanged.

Cyber and Data Exclusion

(for use on Consumer and Commercial Property Risks)

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

LMA5404

20 November 2019

Limited Cyber and Data Exclusion
(for use on Consumer and Commercial Property Risks)

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, we will still cover damage resulting from that fire or explosion.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

LMA5405
21 November 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, MILDEW AND FUNGUS LIMITED COVERAGE ENDORSEMENT

A. Applicable to Coverage A – Dwelling, Coverage B - Other Structures only

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto this policy insures physical damage to property insured under Coverage A and Coverage B, and subsequent loss of use as insured hereunder by mold, mildew or fungus but only when such damage is the direct result of physical loss or damage to property insured under Coverage A and Coverage B by one of the following Listed Perils occurring during the period of this policy.

Listed Perils

Fire; Accidental Discharge or Overflow of Water.

This coverage is subject to all limitations contained within this policy and, in addition, to each of the following specific limitations:

1. The said property must be insured by this policy for physical damage by the Listed Peril.
 2. The insured must report to insurers the existence of the damage by mold, mildew or fungus as soon as practicable but in no event later than six months from the date that the Listed Peril first damaged the insured property. This policy does not insure any damage by mold, mildew or fungus first reported to insurers after such six month period.
 3. Insurance under this policy in respect of mold, mildew or fungus shall not include any sum relating to:
 - (i) faulty workmanship, material, construction or design;
 - (ii) mold, mildew or fungus that is not the direct result of physical loss or damage to property insured under Coverage A and Coverage B, by a Listed Peril during the period of this policy including any governmental or regulatory direction or request of whatsoever nature relating to such mold, mildew or fungus.
 4. The maximum amount payable under this policy for insured damage and subsequent loss of use as insured hereunder this policy by mold, mildew or fungus including all related costs and expenses is \$ {RESPONSE} any one loss and in the aggregate.
- B. Except as set forth in the foregoing Section A this policy does not insure any loss, damage, claim, cost or expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Furthermore, it is understood that no coverage is provided under Coverage E and Coverage F of this policy directly or indirectly arising out of or relating to mold, mildew or fungus of whatsoever nature.

The foregoing Sections A and B replace and supercede any provision in the policy that may provide insurance, in whole or in part, for these matters.

* Entry may be left blank if shown elsewhere in this policy for this coverage.

Pre-Existing Damage Endorsement

This endorsement restricts the cover provided by your policy. Please read it carefully.

We do not cover any loss or damage directly or indirectly caused by, resulting from or contributed to by any pre-existing building damage at the time of loss insured under this policy.

The above exclusion shall automatically be removed upon:

- (i) the completion of all building repairs; and
- (ii) written evidence, signed by a licensed general contractor, stating that such building repairs have been completed.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY LIMITATION

Personal Liability and Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the residence premises shown in the Declarations.

All other provisions of this policy apply.

All other terms and conditions remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECONDARY/SEASONAL HOME ENDORSEMENT

Attached to and forming part of CERTIFICATE NUMBER: {RESPONSE}

PROTECTIONS CLAUSE

We do not cover loss or damage caused by theft, attempted theft or vandalism unless all the physical protections are in use and all security systems are in full and effective operation whenever the dwelling is left unattended.

We do not cover loss or damage caused by fire unless all the fire alarm systems you have told us about are in full working order at all times.

You must advise us as soon as reasonably possible if for any reason any protection or security system is not working properly. We may then amend the terms of this policy.

UTILITY CLAUSE

You must ensure that all utilities are disconnected and water tanks, apparatus and pipes are drained while the dwelling is left "vacant" unless you keep the dwelling heated to a temperature of at least 55° Fahrenheit

"Vacant" means at the time of loss or damage the dwelling has not been permanently lived in for 60 consecutive days, or does not have enough furniture to be lived in normally.

Failure to comply with this condition will render this insurance null and void.

PREMISES LIABILITY

The Personal Liability and Medical Payment coverage provided under the attached policy are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the dwelling shown in the declarations page.

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT (U.S.A.)

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Assured the Earned Premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:-

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 -- 4	7	161 - 164	55
5 -- 6	8	165 - 167	56
7 -- 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182 (6 months)	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32 (1 month)	19	210 - 214 (7 months)	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246 (8 months)	74
59 - 62 (2 months)	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273 (9 months)	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91 (3 months)	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305 (10 months)	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124 (4 months)	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337 (11 months)	94
132 - 135	47	338 - 342	95

136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153 (5 months)	52	361 - 365 (12 months)	100

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

09/02/58
NMA45

Appendix III

STATEMENT OF NO DAMAGE OR DAMAGE

Applicant/Named Insured:	
Policy/Quote Number:	
Policy Effective Date:	
Insured Property Address:	

THE APPLICANT MUST COMPLETE EITHER SECTION 1 OR SECTION 2 AND SIGN

The Applicant represents and warrants as follows:

The Applicant has physically visited the property and inspected for damage (both insured and uninsured).

SECTION 1 - NO LOSS OR DAMAGE TO PROPERTY TO BE COVERED

Check if there is no loss or damage (insured or uninsured) as of the date below. The insured represents and warrants that there is no structural damage or un-repaired damage to the property to be covered, and such property is in good condition and repair.

SECTION 2 - EXISTING LOSS OR DAMAGE TO PROPERTY TO BE COVERED

Check if there is loss or damage as of the date below to any property to be insured under the policy. Provide the following required information:

- Photos of damage
- Property Address
- Date of Loss
- Property Loss Type & Description
- Status of Claim or Repair

The Applicant acknowledges and understands that further underwriting review will be required and that coverage may be declined.

Statement(s) made herein are the basis of any insurance that may be issued. The Applicant acknowledges and agrees that if a policy is issued, the Company may (i) cancel the policy for underwriting reasons or nonpayment of premium and (ii) deny any claim for loss or damage to property in the event the Applicant has made any misrepresentation or omission to the Company or its representatives. The person signing below is authorized to sign this Statement on behalf of the Applicant

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NOTICE TO LOUISIANA AND TEXAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO MAINE AND VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO APPLICANTS IN ALL OTHER STATES: Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

USA HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT

The following terms and conditions will apply to this policy where the peril of windstorm is included:

1. If you cancel this policy, remove a location or reduce the amount of Insurance on a location that is within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 1st, the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with Underwriters.

1 year Policy

Days Policy In Force	Unearned Factor
001 to 180	25%
181 to 210	20%
211 to 240	15%
241 to 270	10%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

2. The provisions of this endorsement replace any short rate provisions stipulated in this policy for all locations that are within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 1st.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VACANT DWELLING ENDORSEMENT

Attached to and forming part of CERTIFICATE NUMBER: {RESPONSE}

PROTECTIONS CLAUSE

We do not cover loss or damage caused by theft, attempted theft or vandalism unless all the physical protections are in use and all security systems are in full and effective operation whenever the dwelling is left unattended.

We do not cover loss or damage caused by fire unless all the fire alarm systems you have told us about are in full working order at all times.

You must advise us as soon as reasonably possible if for any reason any protection or security system is not working properly. We may then amend the terms of this policy.

All systems must be serviced, at least once a year, and maintained by a reputable company.

UTILITY CLAUSE

You must ensure that all utilities are disconnected and water tanks, apparatus and pipes are drained while the dwelling is left "vacant" unless you keep the dwelling heated to a temperature of at least 55° Fahrenheit

"Vacant" means at the time of loss or damage the dwelling has not been permanently lived in for 60 consecutive days, or does not have enough furniture to be lived in normally.

Failure to comply with this condition will render this insurance null and void.

REGULAR VISITS CLAUSE

You, or a responsible adult appointed by you, must inspect the dwelling on a weekly basis to ensure that there are no visible signs of loss or damage to the insured property or evidence of forcible entry to your property.

Failure to comply with this condition will render this insurance null and void.

PREMISES LIABILITY

The Personal Liability and Medical Payment coverage provided under the attached policy are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the dwelling shown in the declarations page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW

A. Coverage

We insure, up to \$ **RESPONSE** for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:

- a. Sump, sump pump; or
- b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A, B, C** or **D** stated in the Declarations.

B. Section I – Perils Insured Against

With respect to the coverage described in **A.** above, Paragraph:

A.2.c.(6)(b) in Form **HO 00 03**;

A.2.e.(2) in Form **HO 00 05**;

2.j.(2) in Endorsement **HO 05 24**;

3.j.(2) in Endorsement **HO 17 31**; and

2.c.(6)(b) in Endorsement **HO 17 32**;

is deleted and replaced by the following:

Latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

C. Special Deductible

We will pay only that part of the loss that exceeds the deductible amount shown in the Declarations.

D. Exclusion

The Water Damage exclusion is deleted and replaced by the following:

Water Damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water, or water-borne material, which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood; or
- c. Water, or water-borne material, below the surface of the ground, including water which:

- (1) Exerts pressure on; or
- (2) Seeps or leaks through;

a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

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

All other provisions of this policy apply.

* Entries may be left blank if shown elsewhere in this policy for this coverage

WINDSTORM AND/OR HAIL ONLY ENDORSEMENT

It is understood and agreed that with effect from inception, we will only insure the property described in Coverages A, B and C of Section 1 of the attached policy for direct physical loss or damage solely and directly caused by windstorm and/or hail * occurring during the period of this insurance, unless the loss is excluded in the exclusion section of the attached policy.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of the windstorm and/or hail * damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

All other terms and conditions of this policy remain unchanged.

Dated:

Attached to and forming part of Certificate No.

Named Insured:

* Delete as applicable

Endorsement No.

WINDSTORM OR HAIL EXCLUSION

It is hereby agreed and understood that no coverage is afforded under this policy for losses caused directly or indirectly by windstorm, hurricane, hail or wind driven rain regardless of any other cause or event contributing in any sequence and/or concurrently to the loss.

All other terms and conditions remain unchanged.

WINE CLAUSE

This insurance does not cover loss or damage to wine caused by or resulting from:

- (i) substitution or mysterious disappearance; or
- (ii) bankruptcy or any book-keeping failure of any wine storage or facility; or
- (iii) ullage or natural loss of contents; or
- (iv) inherent vice, cork-fly or climatic conditions.

It is further understood and agreed that this insurance does not cover loss of value of wine caused by or resulting from removal or damage to the wine's label.