



OREGON MUTUAL INSURANCE COMPANY
DWELLING FIRE POLICY
SPECIAL FORM - WASHINGTON

DF-3 WA (3-08)

The following Table of Contents shows how the policy is organized. It will help you locate particular sections of the policy.

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Required state endorsements may also be part of this policy.

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in bold type.

AGREEMENT

This policy, subject to all of its terms, provides property insurance and other described coverages during the policy period. In return you must pay the required premium. Each of the Principal Coverages described in this policy applies only if a limit is shown on the Declarations for that coverage.

DEFINITIONS

- 1. The words you and your mean the person or persons named on the Declarations and your spouse if a resident of your household. The words we, us, and our mean the company providing this insurance.
2. Actual Cash Value - The following is added to any provision which uses the term actual cash value. Actual cash value means:
a. when the damage to property is economically repairable, actual cash value means the cost of repairing the damage, less reasonable deduction for wear and tear, deterioration and obsolescence.
b. when the loss or damage to property creates a total loss, actual cash value means the market value of property in a used condition equal to that of the destroyed property at the time of loss, if reasonably available on the used market.
c. otherwise, actual cash value means the market value of new, identical or nearly identical

- property less reasonable deduction for wear and tear, deterioration, depreciation, and obsolescence.
Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage. The actual cash value of the lost or damaged property may be significantly less than its replacement cost.
3. Business means a trade, profession, or occupation including farming, all whether full or part time.
4. Credit Card means a card, plate, coupon book, or other credit device used to obtain money, property, labor, or services on credit. This includes debit cards or fund transfer cards used to deposit, withdraw or transfer funds.
5. Domestic Abuse means:
a. physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault of one family or household member by another family or household member;
b. sexual assault of one family or household member by another;
c. stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member; or
d. intentionally, knowingly, or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.
6. Insured Premises means the location shown on the Declarations.
7. Limit means the limit of liability that applies.
8. Mold or Microbial Matter includes mold, fungi, viral or bacterial matter that reproduces by spores or splitting of cells, whether or not such matter is living; including, but not limited to algae and slime mold.
9. Motorized Vehicle means a self-propelled land or amphibious vehicle regardless of method of surface contact.
10. Pollutant(s) or contaminants means:
a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, oils, vapor, or waste, including, but not limited to hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency. Waste includes materials to be

recycled, reclaimed, or reconditioned, as well as disposed of; and

- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

11. **Replacement cost** means:

- a. In case of loss or damage to buildings, **replacement cost** means the cost, at the time of loss, of a new article identical to the one damaged, destroyed or stolen without deduction for depreciation. When the identical article is no longer manufactured or is not available, **replacement cost** means the cost of a new article similar to the one damaged or destroyed and which is of comparable quality and usefulness, without deduction for depreciation.

12. **Terms** mean all provisions, limitations, exclusions, conditions, and definitions used in this policy.

13. **Volcanic Eruption** means the land shock waves, tremors, earthquakes, landslides, mud flows, tidal waves, flooding, earthsinking, earthrising, shifting, expanding, or contracting which occur before, during, or after the eruption or explosion of a volcano.

PRINCIPAL COVERAGES

COVERAGE A – RESIDENCE

1. **We** cover the residence on the **insured premises**, including its additions, built-in components, and attached fixtures. On the **insured premises**, we also cover:
 - a. building items that can be detached from the covered residence, such as screens and storm doors;
 - b. appliances, carpets, and window coverings in that part of the residence **you** rent to others;
 - c. building materials and supplies for use in construction on the **insured premises**; and
 - d. if this policy does not provide Coverage C, tools and equipment used to service the **insured premises**. This includes **motorized vehicles** used only to service the **insured premises** that are not required to be licensed for road use.
2. **COVERAGE A DOES NOT COVER:**
 - a. land, including the land on which the property is located, underground water or surface water;
 - b. trees, plants, shrubs, and lawns; and
 - c. farm tools, farm equipment, and farm **motorized vehicles**.

COVERAGE B – RELATED PRIVATE STRUCTURES

1. **We** cover related private structures on the **insured premises** which are not attached to the residence, including their additions, built-in components, and attached fixtures. Structures that are connected to the residence by only a fence, a utility line, or a similar connection are not considered attached. On the **insured premises**, we also cover:

- a. fences, driveways, and sidewalks;
- b. other permanently installed outdoor fixtures; and
- c. building items that can be detached from covered related private structures, such as screens and storm doors.

2. **COVERAGE B DOES NOT COVER:**

- a. land, including the land on which the property is located, underground water or surface water;
- b. trees, plants, shrubs, and lawns;
- c. structures used for **business**; and
- d. structures rented or held for rental.

This does not apply to structures:

- (1) rented or held for rental to a tenant of the covered residence and not used for **business** by the tenant; or
- (2) used solely as a private garage.

COVERAGE C – PERSONAL PROPERTY

1. **While on the Insured Premises** - This policy covers personal property, while on the **insured premises**, which is usual to the occupancy of the dwelling as a residence. The personal property must be owned or used by **you** or **your** family members who reside with **you**.
2. **While Away from the Insured Premises** - **You** may apply up to 10 percent of the Coverage C **limit** to cover personal property, while away from the **insured premises**, which is usual to the occupancy of the dwelling as a residence. The personal property must be owned or used by **you**, or **your** family members who reside with **you**.
3. **While in a Newly Acquired Principal Residence** - **We** pay for loss to covered personal property in a newly acquired principal residence. The full Coverage C **limit** applies for 30 days from the date **you** begin to move. After that, coverage for personal property in a newly acquired principal residence is limited to 10 percent of the Coverage C **limit**. This coverage does not extend past the date on which the policy expires or the date on which the policy is terminated.
4. **Property of Others** - At **your** option, personal property owned by a guest or domestic employee is covered while it is in that part of the **insured premises** occupied by **you**. Payment under this coverage does not increase the Coverage C limit of liability.
5. **Limited Coverage on Certain Property Otherwise Excluded** - The special **limits** shown below do not increase the Coverage C **limit**. The **limit** for each category (listed below) is the total **limit** per occurrence for all items in that category. This limited personal property coverage, otherwise excluded under subsection 6, applies only if you are the owner occupying this premises.
 - a. \$200 on money, bank notes, bullion, gold other than goldware and gold-plated ware, silver other

than silverware and silver-plated ware, platinum, coins, and numismatic property.

- b. Regardless of their storage medium, \$1,000 on securities, bills, letters of credit, notes other than bank notes, tickets, accounts, deeds, evidence of debt, passports, manuscripts, stamps, and philatelic property.
 - c. \$1,000 on watercraft including their trailers, furnishings, equipment, and motors.
 - d. **Business** property, up to the amounts shown below:
 - (1) \$2,500 while on the **insured premises**;
 - (2) \$250 while away from the **insured premises**.
 - e. \$1,000 on trailers not otherwise provided for.
6. **PERSONAL PROPERTY NOT COVERED – COVERAGE C DOES NOT COVER:**
- a. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps, except as described in Coverage C Personal Property 5, Limited Coverage On Certain Property Otherwise Excluded.
 - b. land, including the land on which the property is located, underground water or surface water;
 - c. trees, plants, shrubs, and lawns;
 - d. animals, birds, fish, or insects;
 - e. **motorized vehicles**. This includes their parts, equipment, and accessories while in or on a **motorized vehicle**.
We do cover motorized vehicles that are not subject to motor vehicle registration if they are designed and used to assist the handicapped or used only to service the **insured premises**;
 - f. aircraft, including self-propelled missiles, and spacecraft, their parts and equipment;
 - g. electronic devices, accessories, or antennas that may be operated from the electrical system of a **motorized vehicle**, farm equipment, or watercraft while in or on the **motorized vehicle**, farm equipment, or watercraft. This includes films, tapes, wires, discs, records, or other media for use with such devices;
 - h. loss that results from **credit cards**;
 - i. farm property (other than that provided under Limited Coverage on Certain Property Otherwise Excluded, Business Property); or
 - j. data, including data stored in:
 - (1) books of accounts, drawings or other paper records; or
 - (2) electronic data processing tapes, records, discs or other software media.

However, **we** do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market.

COVERAGE D – ADDITIONAL LIVING COSTS AND FAIR RENTAL VALUE

If a loss to property described in Coverage A, B, or C by a peril insured against under this policy makes that part of the **insured premises** rented to others or held for rental by **you** not habitable for its normal use, **we** cover its:

1. **Fair Rental Value**, meaning the fair rental value of that part of the **insured premises** rented to others or held for rental by **you** less any expenses that do not continue while that part of the **insured premises** rented or held for rental is not habitable to live in; or
2. **Additional Living Costs**, meaning any necessary increase in living costs incurred by **you** so that **your** household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the **insured premises** or, if **you** permanently relocate, the shortest time required for **your** household to settle elsewhere.

We pay your additional living costs and fair rental value for up to two weeks if the premises next to the **insured premises** is damaged by a peril insured against and **you** may not, by order of civil authority, use the **insured premises**. This period of time is not limited by the policy period.

We do not pay for additional living costs or fair rental value due to the cancellation of a lease or an agreement.

INCIDENTAL COVERAGES

This policy provides the following Incidental Coverages. They are subject to all of the **terms** of the applicable Coverages A, B, or C. They are not extended to farm property. These coverages provide additional insurance unless otherwise stated.

1. **Emergency Removal - We** pay for loss to covered property that is moved to prevent loss by a peril insured against. The property is covered for direct physical loss not excluded, for up to 30 days. This coverage does not extend past the date on which this policy terminates.

We pay up to a \$250 towing charge to move a covered mobile home that is in danger from a peril insured against.

This coverage does not increase the **limits** shown for the property being removed.

2. **Debris Removal - We** pay for the cost to remove the debris of covered property after an insured loss. This includes the cost to remove volcanic ash, dust, or particulate matter that causes direct physical loss to covered property.

You may apply up to 25% of the **limit** that applies to the damaged property to cover debris removal.

We will not pay more for direct loss to property and debris removal combined than the **limit** that applies to the damaged property.

However, when the covered loss plus the cost of debris removal is more than the applicable **limit**, **we** will pay up to an extra 5% of the applicable **limit** to cover the cost of debris removal.

This coverage does not include costs to extract **pollutants** or **contaminants** from land or water; or remove, restore, or replace polluted land or water.

We also pay the cost to remove fallen trees which cause damage to property covered under Coverages A, B, or C if:

- a. the falling of the tree is caused by any of the perils insured against described under Coverage C; and
- b. coverage is not provided elsewhere by this policy.

Regardless of the number of fallen trees, the most **we** will pay is \$500 per occurrence.

3. **Trees, Plants, Shrubs, or Lawns - We** pay for loss to trees, plants, shrubs, or lawns on the **insured premises** caused by:

- a. fire or lightning, explosion, riot or civil commotion, aircraft;
- b. vehicles, if not owned or operated by **you** or an occupant of the **insured premises**; or
- c. vandalism; burglary damage; or, if covered by this policy, theft.

We do not cover trees, plants, shrubs, or lawns grown for **business**.

You may apply up to 5 percent of the Coverage A **limit** on the **insured premises** to cover trees, plants, shrubs, or lawns.

We do not pay more than \$500 for each tree, plant, or shrub. This includes the cost to remove the debris of the covered item.

4. **Fire Department Service Charge - We** pay up to \$500 for charges assumed by **you** under a contract or agreement when a fire department is called to protect covered property from a peril insured against.

5. **Tenant's Improvements - If you** are a tenant, **we** pay for loss by perils insured against to improvements on the **insured premises** made or acquired at **your** expense. These are permanent fixtures, alterations, decorations, and additions.

You may apply up to 10 percent of the Coverage C **limit** to cover tenant's improvements. Payment under this coverage does not increase the Coverage C limit of liability.

6. **Grave Markers - We** pay up to \$1,000 for loss to grave markers and mausoleums caused by any of the perils insured against described under Coverage C.

7. **World-Wide Coverage - You** may use up to 10% of the Coverage C limit of liability for loss by a peril

insured against, to property covered under Coverage C, except rowboats and canoes, while anywhere in the world.

Use of this coverage does not increase the Coverage C limit of liability.

8. **Collapse - We** pay for loss to covered property involving the collapse of a building or a part of a building caused by the following:

- a. any of the perils insured against described under Coverage C;
- b. hidden insect or vermin damage or hidden decay;
- c. weight of contents, equipment, animals or people;
- d. weight of rain which collects on a roof; or
- e. the use of defective materials or methods in construction or repair if the collapse occurs during the course of construction or repair.

Under b. through e. above, unless the loss is the direct result of the collapse of a building, **we** do not pay for loss to awnings; swimming pools; fences; patios; paved areas; retaining walls; bulkheads; foundations; wharves; docks; piers; underground pipes, flues, and drains; cesspools; and septic tanks. Collapse does not mean settling, cracking, shrinking, bulging, or expanding.

This coverage does not increase the **limits** shown for the property covered.

9. **Glass Breakage - We** cover breakage of glass that is part of an insured structure.

We do not pay for loss if the residence is vacant for more than 30 days in a row just before the loss. A residence being built is not vacant.

We also pay for loss to covered property which is damaged by the breakage of glass.

This coverage does not increase the **limits** shown for the property covered.

10. **Other Structures.** You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Use of this coverage does not increase the Coverage A **limit** for the same loss.

11. **Rental Value and Additional Living Costs.** You may use up to 10% of the Coverage A limit of liability for loss of both **additional living costs** and **fair rental value** as described in Coverage D. **We** will pay only 1/12 of this 10% for each month the rented part of the **insured premises** is unfit for its normal use.

Use of this coverage does not increase the Coverage A **limit** of liability.

12. **Reasonable Repairs.** In the event that covered property is damaged by an applicable peril insured against, **we** will pay the reasonable cost incurred by **you** for necessary measures taken solely to protect against further damage. If the measures taken

involve repair to other damaged property, **we** will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable peril insured against.

This coverage:

- a. does not increase the **limit** that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in WHAT YOU MUST DO IN CASE OF LOSS 4.

13. **Limited Mold or Microbial Matter Coverage - We** will pay for direct physical loss to property covered under Coverages A, B, or C, caused by or consisting of **mold or microbial matter**, where the presence of **mold or microbial matter** is the direct result of a Peril insured Against that applies to the damaged property.

Payment for loss due to **mold or microbial matter** is conditioned upon the following:

- a. **you** giving **us** or our agency notice, in writing, within five (5) days of any insured's discovery of loss caused by an insured peril;
- b. the loss occurred during the policy period; and
- c. all reasonable means were used to save and preserve covered property from **mold or microbial matter** loss or damage.

Subject to the provisions below, a mold or Microbial Matter Aggregate Property limit of \$2,000 shall apply to all **mold or microbial matter** losses to property covered under Coverages A, B, or C. This limit applies to:

- a. the cost to investigate or test air or property to confirm the absence, presence, or level of loss attributed to **mold or microbial matter**;
- b. the cost to tear out and replace any part of the building or other covered property as needed to gain access to the **mold or microbial matter**; and
- c. the cost to remove **mold or microbial matter** from covered property.

We do not pay for any **additional living costs** or loss of rent under Coverage D or for any increase in expenses for Loss of Use and/or Debris Removal due to investigating or testing of **mold or microbial matter**.

This **limit** applies to the total of all loss payable, regardless of the number of occurrences or the number of claims made. This **limit** does not increase the limit of liability applying to the damaged covered property.

PERILS INSURED AGAINST – COVERAGES A, B, C, AND D

COVERAGE A – RESIDENCE AND COVERAGE B – RELATED PRIVATE STRUCTURES - We insure property covered under Coverages A and B for risks of direct physical loss, unless the loss is excluded under the Exclusions Applying to Coverages A and B or under the General Exclusions.

EXCLUSIONS APPLYING TO COVERAGES A AND B:

1. **Freezing, Discharge, Leakage, or Overflow - Unoccupied Residence - We** do not pay for loss caused by freezing or the resulting discharge, leakage, or overflow from any plumbing, heating, air conditioning, or automatic sprinkler system; water heater; or domestic appliance if the residence is vacant, unoccupied, or under construction and unoccupied.
This exclusion does not apply if **you** take reasonable care to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and completely empty liquids from such system, heater, or appliance.
2. **Freezing, Thawing, Pressure, or Weight of Ice or Water - We** do not pay for damage caused by freezing, thawing, or pressure or weight of ice or water (whether driven by wind or not) to structures - other than structures that are buildings, carports, or mobile homes - such as:
 - a. swimming pools, fences, patios, paved areas;
 - b. retaining walls, bulkheads, foundations;
 - c. wharves, docks, or piers.
3. **Theft - We** do not pay for loss caused by theft or attempted theft of any item that is not an integral part of a covered building or structure. **We** do not pay for loss caused by theft or attempted theft from a building or structure that is under construction and not occupied for its intended use.
4. **Vandalism, Burglary Damage, or Glass Breakage - We** do not pay for loss caused by vandals, burglary damage, or breakage of glass if the residence is vacant for more than 30 days in a row just before the loss. A residence being built is not vacant.
5. **Seepage or Leakage - We** do not pay for loss caused by repeated or continuous seepage or leakage of liquids or steam from within a plumbing, heating, air conditioning, or automatic sprinkler system; water heater; or domestic appliance.
Except as provided above, **we** pay for loss caused by the accidental leakage, overflow, or discharge of liquids or steam from a plumbing, heating, air conditioning, or automatic sprinkler system; water heater; or domestic appliance. **We** also pay the reasonable cost of removing and replacing those parts of the building or mobile home necessary to make repairs.
We do not pay for loss to the system, heater, or appliance from which the liquid or steam escapes.
6. **Settling, Cracking, Shrinking, Bulging, or Expanding - We** do not pay for loss caused by the settling, cracking, shrinking, bulging, or expanding of a building structure or mobile home, pavements, patios, or other outdoor structures.
7. **Birds, Vermin, Rodents, Insects, or Domestic Animals - We** do not pay for loss caused by birds, vermin, rodents, insects, or domestic animals, except as provided under Incidental Coverages.

8. **Smoke - We** do not pay for damage caused by smoke from agricultural smudging or industrial operations.
9. **Collapse - We** do not pay for loss caused by collapse, except as provided under Incidental Coverages.
10. **Hail, Ice, Sleet, Snow, or Wind - Outdoor Antennas - We** do not pay for loss to outdoor antennas, including their lead-in wiring, masts and towers; caused by hail, ice, sleet, snow, or wind.
11. **Pollutants or contaminants - We** do not pay for loss caused by discharge, dispersal, seepage, migration, release or escape of **pollutants** or **contaminants**.

We pay for an ensuing loss that results from any of the above, unless the ensuing loss itself is excluded.

12. **We** do not pay for loss excluded under the General Exclusions.

COVERAGE C – PERSONAL PROPERTY - We insure property covered under Coverage C against direct physical loss caused by the following perils, unless the loss is excluded under the General Exclusions:

1. **Fire or Lightning**
2. **Explosion**
3. **Windstorm or Hail**

However, **we** do not pay for loss:

- a. to property inside a structure caused by dust, rain, sand, sleet, snow, or water, all whether driven by wind or not, which enter through an opening not made by the direct force of wind or hail;
- b. to watercraft and their trailers, furnishings, equipment, and motors unless inside a fully enclosed building.

We do cover canoes and rowboats while on the **insured premises**.

- c. to outdoor antennas, including their lead-in wiring, masts and towers.

4. **Riot or Civil Commotion**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**, meaning a device designed or used to transport persons or property.
7. **Sudden and Accidental Damage from Smoke**
However, **we** do not pay for loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism**
However, **we** do not pay for loss on the **insured premises** if the residence is vacant for more than 30 days in a row just before the loss. A residence being built is not vacant.
9. **Burglary Damage** - This means damage to covered property caused by burglars.
However, **we** do not pay for loss on the **insured premises** if the residence is vacant for more than 30 days just before the loss. A residence being built is not vacant.

10. **Falling Objects**

However, **we** do not pay for loss:

- a. to property inside a structure, unless the object has first damaged an outside wall or the roof by impact;
- b. to outdoor antennas, including their lead-in wiring, masts and towers; or
- c. to the object which falls.

11. **Weight of Ice, Snow, or Sleet** which damages a structure or the property inside.

However, **we** do not pay for loss to swimming pools and outdoor antennas, including their lead-in wiring, masts, and towers.

12. **Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging** of a heating, air-conditioning or automatic sprinkling system or water heater.

However, **we** do not pay for loss caused by freezing.

13. **Accidental Discharge or Overflow of Liquids or Steam** from a plumbing, heating, air-conditioning, or automatic sprinkling system, water heater or from a domestic appliance.

However:

- a. **We** do not pay for loss caused by continuous or repeated seepage or leakage.
- b. **We** do not pay for loss caused by freezing.
- c. **We** do not pay for loss on the **insured premises** caused by accidental discharge or overflow which comes from off the **insured premises**.
- d. **We** do not pay for loss if the residence has been vacant for more than 30 days in a row just before the loss. A residence being built is not vacant.
- e. **We** do not pay for loss to the system, heater, or appliance from which the liquid or steam escapes.

We do pay the reasonable cost of removing and replacing only those parts of the structure needed to repair the system, heater, or appliance.

In this peril, a plumbing system does not include a sump, sump pump, and related equipment.

14. **Freezing** of a plumbing, heating, air-conditioning or automatic sprinkling system, water heater, or a domestic appliance.

However, **we** do not pay for loss on the **insured premises** while the residence is vacant or unoccupied or under construction and unoccupied, unless **you** have taken reasonable care to:

- a. maintain heat in the building or mobile home; or
- b. shut off the liquid supply and drain the system, domestic appliance, or heater.

15. **Sudden and Accidental Damage from Artificially Generated Electrical Currents**

However, **we** do not pay for loss to tubes, transistors, and similar electronic components.

16. **Sinkhole Collapse** - This means loss caused by sudden settlement or collapse of earth supporting covered property. The earth settlement or collapse

must result from subterranean voids created by the action of water on a limestone or similar rock formation.

However, **we** do not pay for the value of land or the cost of filling sinkholes.

17. Volcanic Effusion

This means:

- a. airborne volcanic blast, or airborne shock waves;
- b. ash, dust, or particulate matter; or
- c. lava flow.

This peril does not provide coverage for damage to property in the open or in open sheds; or portions of buildings not completely enclosed, or personal property contained within these buildings.

However, **we** do not cover the removal of ash, dust, or particulate matter that does not cause direct physical loss to covered property.

GENERAL EXCLUSIONS

We do not pay for loss or damage caused by any of the excluded events described in items 1-17 GENERAL EXCLUSIONS. Loss or damage will be considered to have been caused by an excluded event if that event directly or solely results in loss or damage, or initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.

1. **Business Interruption** - **We** do not pay for loss resulting from the interruption of **business**.
2. **Civil Authority** - **We** do not pay for loss, including seizure, confiscation, or destruction of property, caused by order of any civil authority.

We pay for loss resulting from acts of destruction by civil authority to prevent the spread of fire as long as the fire did not originate from a peril excluded by this policy.

3. **Earth Movement of Any Kind** - **We** do not pay for loss which results from earth movement whether the earth movement results from natural or artificial causes. Earth movement includes but is not limited to:

- a. earthquake;
- b. landslide, subsidence, erosion;
- c. mudflow;
- d. earth sinking, rising, shifting, expanding, or contracting.

This does not include Sinkhole Collapse as described under Coverage C - Perils Insured Against.

- e. **volcanic eruption**.

Volcanic eruption does not include **Volcanic Effusion** as described under Coverage C - Perils Insured Against.

Also excluded are acts or omissions of persons who cause, contribute to, or aggravate earth movement.

Whenever earth movement occurs naturally to cause

loss, or combines with acts or omissions of persons to cause loss it is always excluded under this policy.

We do pay for direct loss caused by fire, explosion (other than a **volcanic eruption**) and, if covered by this policy, theft resulting from earth movement.

We do pay for the breakage of glass that is part of a covered structure resulting from earth movement.

4. **Intentional Acts** - **We** do not pay for any loss arising out of any act committed by or at the direction of any insured with the intent to cause a loss.
 - a. However, this exclusion will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of **domestic abuse** by another insured under the policy, and the insured making claim:
 - (1) files a police report and cooperates with any law enforcement investigation relating to the act of **domestic abuse**, and
 - (2) did not cooperate in or contribute to the creation of the loss.
 - b. If **we** pay a claim pursuant to paragraph a.(1) **our** payment to **you** is limited to **your** insurable interest in the property less any payments **we** first made to a mortgagee or other party with a legal secured interest in the property. In no event will **we** pay more than the **limit** of insurance.
5. **Neglect** - **We** do not pay for loss which results from **your** neglect to use all reasonable means to save and preserve covered property at and after the time of a loss.
6. **Nuclear Hazard** - **We** do not pay for loss which results from nuclear reaction, nuclear radiation, or radioactive contamination, including radon (all whether controlled or uncontrolled and whether caused by, contributed to or aggravated by a peril insured against).

Also excluded are acts or omissions of persons who cause, contribute to or aggravate nuclear hazard. Whenever nuclear hazard occurs naturally to cause loss or combines with acts or omissions of persons to cause loss, the resulting loss is always excluded by this policy. Loss caused by nuclear hazard is not considered loss caused by Fire, Explosion, or Smoke. Except, direct loss by fire resulting from the nuclear hazard is covered.

7. **Ordinance or Law** - **We** do not pay for loss or increased cost which results from:
 - a. the enforcement of a code, ordinance, or law which regulates the use, construction, repair, demolition of property, or removal of its debris;
 - b. the requirements of which result in a loss in value to property; or
 - c. requiring **you** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants** or **contaminants**.

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

When breakage of glass is covered, **we** pay to replace damaged glass with safety glazing materials if required by code, ordinance, or law.

8. **Power Interruption - We** do not pay for loss from the disruption of power or other utility service, whether or not it is caused by a peril insured against, if the cause of the disruption is not on the **insured premises**.

We do pay for direct loss by a peril insured against which occurs on the **insured premises** as a result of the disruption of power.

9. **War - We** do not pay for loss which results from declared or undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. It includes the consequences of these. Discharge of a nuclear weapon is deemed a warlike act even if accidental.

10. **Water Damage - We** do not pay for loss caused by:
- flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether driven by wind or not;
 - water which backs up through or overflows from sewers, drains, or sumps; or
 - water below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through or into a building, sidewalk, driveway, foundation, swimming pool, or other structure.

Also excluded are acts or omissions of persons who cause contribute to or aggravate water damage. Whenever water damage occurs naturally to cause a loss or combines with acts or omissions of persons to cause a loss the resulting loss is always excluded under the policy.

We pay for direct loss caused by fire; explosion (other than a **volcanic eruption**); and, (if covered by this policy), theft resulting from water damage.

11. **Wear and Tear - We** do not pay for loss which results from marring, deterioration, inherent vice, latent defect, mechanical breakdown, rust, wet or dry rot, dampness of atmosphere, extremes of temperature, corrosion, discharge, dispersal or release of **pollutants** or **contaminants** or smog, unless caused by a peril insured against by this policy.
12. **Mold or Microbial Matter** – **We** do not pay for loss or damage caused by, contributed to, arising out of, aggravated by or consisting of **mold or microbial matter**.
- However, we do provide under Section I – Incidental Property Coverages 7. Limited Mold and Microbial Matter Coverage.

We do pay for direct loss caused by fire, or lightning.

13. **Planning, Standards, Design, Construction or Maintenance** - This means any acts, errors or omissions (whether by **you** or others) in:
- planning, zoning, or developing property;
 - establishing or enforcing building codes or standards for construction of materials;
 - the design, specifications or construction of the following property or facilities:
 - buildings or structures;
 - improvements or changes in or additions to land or other property; or
 - roads, water mains, sewers, drainage systems, levees, dams or other facilities;
- All whether on or away from the insured premises or property insured or covered by this policy.
- the furnishing of work, materials, parts or equipment in connection with any of such property or facilities; or
 - the maintenance of any of such property or facilities.

We do pay for an ensuing loss unless the ensuing loss itself is excluded.

14. **Pollutants or Contaminants - We** do not cover loss or expense arising out of any:
- request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **pollutants** or **contaminants**; or
 - claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of **pollutants** or **contaminants**.
15. **Illegal Drugs or Controlled Substances - We** do not pay for loss or damage which results from the possession, use, distribution, transfer, storage, manufacture, production or growth of any illegal drug or controlled substance and any ingredient or by-product of the same. Controlled substance includes, but is not limited to the definition found in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.
16. **Tree Root Damage - We** do not pay for damage to property arising directly or indirectly out of or caused by tree roots. Tree root damage includes, but is not limited to:
- pressure from any root system to a foundation, patio, pavement, wall, retaining wall, driveway, hardscapes, other hard-surfaces, or fence.
 - damage to underground drains, drainage system, septic tanks, underground service pipes, water pipes, pipes, or

- c. growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground.

If any of the perils listed in the Tree Root Damage exclusion above cause water to escape suddenly and accidentally from a plumbing, heating, air conditioning system, household appliance, or fire protective sprinkler system within **your** dwelling, **we** cover loss not otherwise excluded to the dwelling or separate structure caused by water but not for deterioration, rust, mold, wet or dry rot due to the presence of water over a period of time. If loss is caused by water or steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of the dwelling or separate structure necessary to repair the system or appliance. **We** do not cover the system or appliance from which water or steam escaped.

- 17. **Weather Conditions - We** do not pay for loss which results from weather conditions that initiate, set in motion, or in any way contribute to losses excluded under the preceding General Exclusions (Numbers 1 through 16).

However, if loss or damage by fire or explosion results in loss to property described in Coverages A and B, **we** will pay for that resulting loss or damage.

WHAT YOU MUST DO IN CASE OF LOSS

- 1. **Notice** - In case of a loss, **you** must:
 - a. give **us** or **our** agent prompt notice (**We** may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.

The notice to **us** must state:

 - a. **your** name, the policy number and the time, place, and the details of the loss; and
 - b. the names and addresses of all known potential claimants and witnesses.
- 2. **Cooperation** - **You** must cooperate with **us** in investigating and settling the claim.
- 3. **Volunteer Payments** - **You** must not make payments, pay or offer rewards or assume obligations or other costs, except at **your** own cost. This does not apply to costs that are allowed by this policy.
- 4. **Other Duties** - **You** must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. **We** will pay the reasonable costs incurred by **you** for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. **You** must keep an accurate record of such costs.

However, **we** will not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase **our limit**.

At **our** request **you** must:

- a. give **us** a signed, sworn proof of loss, within 90 days after **our** request, that shows:
 - (1) the time, place, and the details of the loss;
 - (2) **your** interest and the interest of all others in the property. This includes all mortgages and liens;
 - (3) other policies that may cover the loss;
 - (4) changes in title or use;
 - (5) available plans and specifications of buildings;
 - (6) detailed estimates for repair; and
 - (7) in detail, the quantity, description, cost, amount of loss, and **actual cash value** of the personal property involved in the loss. **You** must give **us** copies of all bills, receipts, and related documents to confirm these;
- b. submit to examination under oath (and sign the same) in matters that relate to the loss or claim as often as **we** reasonably request. If more than one person is examined, **we** have the right to examine and receive statements separately from each person and not in the presence of the others;
- c. show the damaged property and allow **us** to take samples of damaged property for inspection, testing, and analysis as often as **we** reasonably request;
- d. show records, including tax returns and bank records of all canceled checks that relate to the value, loss, and costs, and permit copies to be made of them as often as **we** reasonably request;
- e. assist **us** to enforce any right of recovery which **you** may have against a party causing the loss; and
- f. show records that prove loss of rents and show receipts for **additional living costs**, and permit copies to be made of them as often as **we** reasonably request.

HOW MUCH WE PAY FOR LOSS OR CLAIM

Loss Settlement Terms - If you have purchased optional Functional or Replacement Cost Provisions, we will settle losses according to those provisions. Otherwise, subject to the deductible or other limitation that applies, **we** pay the lesser of:

- a. the **limit** that applies;
- b. **our** interest in the property; or

- c. the amount determined under the Replacement Cost Terms or the Actual Cash Value Terms, whichever apply.

1. Replacement Cost Terms

- a. The Replacement Cost Terms apply only to buildings covered under Coverages A and B that have a permanent foundation and roof. They do not apply to:

- (1) window air-conditioners;
- (2) awnings and canopies;
- (3) antennas;
- (4) appliances;
- (5) carpets; and
- (6) window coverings.

- b. In determining the replacement cost, do not include the cost of:

- (1) excavations;
- (2) brick, stone, or concrete foundations;
- (3) piers and other supports which are below the surface of the ground inside the foundation walls; and
- (4) underground flues, pipes, wiring, and drains.

- c. When the cost to repair or replace exceeds the lesser of \$2,500 or five percent of the **limit** on the damaged building, **we** do not pay for more than the **actual cash value** of the loss until repair or replacement is completed.

You may make a claim for the **actual cash value** of the loss before repairs are made. A claim for an additional amount payable under these **terms** must be made within 180 days after the loss.

- d. If the **limit** on the damaged building is less than 80 percent of its replacement cost at the time of loss, the larger of the following amounts is used in applying the Loss Settlement Terms:

- (1) the **actual cash value** at the time of the loss; or
- (2) that part of the replacement cost of the damaged part which **our limit** on the building bears to 80 percent of the full current replacement cost of the building.

- e. If the **limit** on the damaged building is at least 80 percent of its replacement cost at the time of loss, the smaller of the following amounts is used in applying the Loss Settlement Terms:

- (1) The limit of liability under this policy that applies to the building.
- (2) the cost to repair or replace the damage on the same premises, without deduction for depreciation, using materials of like kind and quality, to the extent practical; or

- (3) the amount spent to repair or replace the damage.

2. Actual Cash Value Terms

- a. The **Actual Cash Value** Terms apply to all property not covered under the Replacement Cost Terms.

- b. The smallest of the following amounts is used in applying the Loss Settlement Terms:

- (1) the cost to repair or replace the property with materials of like kind and quality to the extent practical;
- (2) the **actual cash value** of the property at the time of loss; or
- (3) (applies only to mobile homes) the difference in the **actual cash value** just before the loss and the **actual cash value** just after the loss.

- 3. **Deductible** (Shown on Declaration or Endorsement) - This applies to Coverages A, B, and C; Debris Removal; Trees, Plants, Shrubs and Lawns; Collapse and Glass Breakage. It applies to all perils insured against unless otherwise shown.

We pay that part of the loss over the deductible. Not more than one deductible applies per occurrence. If this policy covers more than one residence, the deductible applies separately to each residence.

- 4. **Loss to a Pair or Set** - If there is loss to an item which is part of a pair or set, **we** pay only to replace or repair the item, or **we** pay the difference in the **actual cash value** of the pair or set just before the loss and the **actual cash value** just after the loss.

- 5. **Insurance Under More Than One Coverage** - If more than one coverage of this policy applies to a loss, **we** pay no more than the actual loss.

- 6. **Insurance Under More Than One Policy** - If there is other insurance that applies to the loss, **we** pay **our** share of the loss. **Our** share is that part of the loss that the **limit** of this policy bears to the total amount of insurance that applies to the loss. When a loss is also covered by the master policy of an association or corporation of property owners, this insurance is excess.

- 7. **Restoration of Limits** - Each loss **we** pay under this policy does not reduce the **limits** available over the policy term.

PAYMENT OF LOSS

- 1. **Your Property** - **We** adjust each loss with **you**. **We** pay an insured loss within 30 days after an acceptable proof of loss is received and the amount of the loss is agreed to in writing. If **you** and **we** do not agree, **we** pay within 30 days after the filing of an appraisal award with **us**, or there is an entry of a final judgment. . Payment is made to **you** unless a loss payee is named.

2. **Additional Living Costs** - If the **insured premises** is unfit for use for more than one month, covered costs are paid on a monthly basis. **You** must give **us** proof of such costs.
3. **Damage to Personal Property of Others** - At **our** option, an insured loss may be adjusted with and paid:
 - a. to **you** on behalf of the owner; or
 - b. to the owner. If **we** pay the owner, **we** do not have to pay **you**.
4. **Our Options** - **We** may:
 - a. pay the loss in money; or
 - b. rebuild, repair or replace the property. **We** must give **you** notice of **our** intent to do so within 30 days after **we** receive an acceptable proof of loss.

We may take all or part of the damaged property at the agreed or appraised value. Property paid for or replaced by **us** becomes **ours**.

POLICY CONDITIONS

1. **Abandonment of Property** - **You** may not abandon the property to **us** unless **we** agree.
2. **Appraisal** - This condition applies only if **you** and **we** agree to the appraisal and agree to be bound by the results established by the **terms** of this condition.

If **you** and **we** do not agree on the amount of the loss, the **actual cash value** of the property or the cost to repair or replace the property, either party may request that these amounts be determined by appraisal.

If either party makes a written request for appraisal, each will select a competent independent appraiser and notify the other of the appraiser's identity within 20 days after the receipt of the written request. The two appraisers will select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the property is located to select an umpire.

For each building item and each item of personal property, the appraisers will determine:

- a. the amount of the loss;
- b. the **actual cash value** of the property; and
- c. the cost to repair or replace the property.

Each amount will be stated separately.

If the appraisers submit a written report of an agreement to **us**, the agreement will establish these amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written agreement by two of these three will establish the amounts stated above.

Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and other costs of the appraisal will be shared equally by **you** and **us**.

If **we** make the written request for an appraisal, **we** will pay:

- a. the reasonable and necessary cost for **your** appraiser; and
- b. **your** share of the cost for the umpire.

3. **Assignment** - This policy may not be assigned without **our** written consent.

4. **Cancellation and Nonrenewal** - **You** may cancel this policy by returning the policy to **us** or by giving **us** written notice prior to or on the effective date of such cancellation.

We may cancel or not renew this policy by written notice to **you** at the address shown on the Declarations. Proof of delivery or mailing is sufficient proof of notice. The notice will state the effective date and the reason for cancellation or nonrenewal.

We may cancel the policy under the following conditions;

- a. Non-Payment of Premium - If the premium has not been paid when due, **we** may cancel at any time by giving the required notice at least 10 days before cancellation is effective.
- b. New Policy - If this is a new policy which has been in effect less than 60 days and is not a renewal, **we** may cancel for any reason by giving the required notice at least 45 days before cancellation is effective. A renewal of a policy issued by **us** is not a new policy.
- c. Policy with Term over One Year - If this policy is written for a term longer than one year, **we** may cancel for any reason by giving **you** the required notice at least 45 days before the anniversary date.
- d. All Other Situations - If this policy has been in effect 60 days or more or is a renewal of a policy issued by **us**, **we** may cancel only for the reasons set forth below and by giving the required notice at least 45 days before cancellation is effective.

The reasons are:

- (1) the policy was obtained through fraud, material misrepresentation or omission of fact which, if know by **us**, would have caused **us** not to insure the policy; or
 - (2) there has been a material change or increase in hazard of the risk.
- e. If the policy is cancelled by **us**, any mortgagee or other person who is named in the Declarations or in any endorsement attached to this policy, will be notified in writing at least 45 days (other than non-payment cancellation which provides at least 10 days notice before cancellation is effective) before the date

cancellation takes effect. The cancellation notice may be delivered or mailed; proof of mailing will be sufficient proof of notice.

- f. **Non-Renewal** - **We** may elect not to renew or continue this policy by giving written notice (including the reason for refusing to renew) of **our** intent at least 45 days before the expiration date or anniversary. The notice may be delivered to or mailed to **your** mailing address shown in the Declarations. Proof of delivery or mailing shall be sufficient proof of notice.

If **we** offer in writing, at least 20 days before the expiration date of this policy to renew this policy, and have included a statement of the renewal premium due, **we** may terminate this policy on its expiration date if **you** fail to pay the required premium when due.

This policy terminates automatically on its expiration or anniversary date if **you**:

- (1) surrender the policy to **us**;
- (2) have notified **us** or **our** agent in writing of **your** intent not to renew; or
- (3) have not paid the renewal or installment premium when due.

Your return premium, if any, will be refunded as follows:

- (1) if **we** cancel the policy, the refund will be issued within 45 days of the date of notice of cancellation.
- (2) if **you** cancel the policy the refund will be issued within 30 days of the date you receive notice of cancellation.

5. **Change, Modification, or Waiver of Policy Terms** - A waiver or change of the **terms** of this policy must be issued by **us** in writing to be valid.

If **we** adopt a revision which broadens coverage under this edition of **our** policy without an additional premium, the broadened coverage will apply to **your** policy as of the date **we** adopt the revision in the state in which the premises shown on the declarations as the described location is located.

This applies only to revisions adopted 60 days prior to or during the policy period shown on the declarations.

This does not apply to changes adopted as a result of the introduction of a subsequent edition of **our** policy.

Our request for an appraisal or examination under oath does not waive policy **terms**.

If this policy has no expiration date, **we** may substitute or **we** may add, at each anniversary date, forms that are then authorized for use.

6. **Conformity With Statute - Terms** in conflict with the laws of the state where the **insured premises** is located are changed to conform to such laws.

7. **Death** - On **your** death, protection on **your** covered property passes to:

- a. **your** legal representative, but only with respect to the property of the deceased covered under this policy at the time of death; or
- b. any other persons having proper, temporary custody of covered property.

8. **Inspection** - **We** have the right, but are not required to, inspect **your** property and operations. **Our** inspection or resulting advice or report does not warrant that **your** property or operations are safe or healthful or comply with laws, rules, or regulations.

9. **Misrepresentation, Concealment, or Fraud** - **We** do not provide coverage if, before or after a loss:

- a. **you** or any other insured have willfully concealed or misrepresented:
 - (1) a material fact or circumstance with respect to this insurance; or
 - (2) their interests herein; or
- b. there has been fraud or false swearing by **you** or any other insured with respect to this insurance or the subject thereof.
- c. However, this exclusion will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of **domestic abuse** by another insured under the policy, and the insured making claim:
 - (1) files a police report and cooperates with any law enforcement investigation relating to the act of **domestic abuse**, and
 - (2) did not cooperate in or contribute to the creation of the loss.
- d. If **we** pay a claim pursuant to paragraph 9.c. **our** payment to the insured is limited to that insured's insurable interest in the property less any payments **we** first made to a mortgagee or other party with a legal secured interest in the property. In no event will **we** pay more than the **limit** of insurance.

10. **No Benefit To Bailee** - Coverage under this policy will not directly or indirectly benefit those who are paid to assume custody of the covered property.

11. **Policy Period** - This policy only covers losses that occur during the policy period.

12. **Recoveries** - This applies if **we** pay for a loss and lost or damaged property is recovered, or payment is made by those responsible for the loss.

- a. **You** must inform **us** or **we** must inform **you** if either recovers property or receives payment.
- b. Costs incurred by either party are pro-rated based upon each party's proportionate share of the recovery.
- c. **You** may keep the property. The amount of the claim paid or a lesser amount to which **we** agree, must be returned to **us**.

- d. **We** will make **you** whole before applying any of the recovery against **our** loss.
13. **Recoveries and Subrogation - Domestic Abuse**
If **we** pay **you** as a victim of **domestic abuse**, for a loss caused by an act of **domestic abuse**, **your** rights to recover damages from the perpetrator of the abuse are transferred to **us** to the extent of **our** payment. **You** may not waive such rights to recover against the perpetrator of the **domestic abuse**.
14. **Safety Glass** - When breakage of glass is covered, **we** pay to replace the damaged glass with safety glazing materials if required by code, ordinance or law.
15. **Secured Party Coverage** - This applies only to coverage on mobile homes and personal property. This entire clause is void unless the name of a secured party is shown on the Declarations. This clause applies only to the interest of a secured party and does not affect **your** rights or duties under the policy.
- a. If a secured party is named on the Declarations, a loss payable on property subject to the security interest will be paid to the secured party and **you** as interests may appear. If there is more than one security interest in the same property, the order of payment will be the same as their order of priority.
- If **we** deny **your** claim, that denial does not apply to a valid claim of a secured party if the secured party has:
- (1) notified **us** of a change in ownership, occupancy, or substantial change in risk of which the secured party became aware;
 - (2) paid the premium due under this policy on demand if **you** neglected to pay the premium; and
 - (3) submitted a signed, sworn proof of loss within 60 days after receiving notice from **us** if **you** failed to do so.
- All **terms** of this policy apply to the secured party unless changed by this clause.
- b. If **we** cancel or do not renew this policy, **we** will notify the secured party at least 10 days before the date cancellation or nonrenewal takes effect.
- c. If **we** pay the secured party for a loss and deny payment to **you**:
- (1) **we** are subrogated, up to the amount **we** paid for the loss, to all the rights of the secured party granted under the security agreement; or
 - (2) at **our** option, **we** may pay the secured party the remaining amount due on the security agreement plus the accrued interest. In this event, **we** shall receive full assignment of the security agreement and securities held as collateral for the agreement.
- However, the secured party's interest is not covered for **your** conversion, embezzlement, or secretion of encumbered property in **your** possession, unless specifically insured against and premium paid for such.
16. **Subrogation** - If **we** pay for a loss, **we** may require that **you** assign to **us** the right of recovery up to the amount **we** pay. **We** are not liable for a loss if, after the loss, **you** impair **our** right to recover against others. **You** may waive **your** right to recover, in writing, before a loss occurs, without affecting coverage. If **we** pay a loss to or for **you** and **you** recover from another party for the same loss, **you** must pay **us** as stated in Recoveries.
- We** will make **you** whole before applying any of the recovery against **our** loss.
17. **Suit Against Us** - No suit may be brought against **us** unless all the **terms** of this policy have been complied with and the suit is brought within two years after the loss. If any law of the state where the premises described in the Declarations are located makes this limitation invalid, then suit must begin within the shortest period permitted by the law.
18. **Volcanic Effusion** - All **volcanic effusion** that occurs within a 72-hour period constitutes a single occurrence.