

# You're Amazing.

You're now part of a special group of people, who participate in making history. Together, we'll be able to make insurance an honest, simple and fun experience.

Thanks for joining, we're sure you're gonna love it here :)

*Lemonade*

# Lemonade

5 Crosby St., New York, NY 10013  
CO-OP POLICY DECLARATIONS

POLICY NUMBER

LP941CED8B2

POLICY START DATE

Oct 23, 2022 12:01am

POLICY EXPIRES ON

Oct 23, 2023 12:01am

NAME OF INSURED

Shiva Yelakuntla  
Srivani Kalvakunta

INSURED PROPERTY ADDRESS

9 Ardmore Pl, East  
Brunswick, NJ, 08816

CLAIMS AND CUSTOMER SUPPORT

help@lemonade.com

MORTGAGEE

Guaranteed Rate  
ISAOA/ATIMA  
P.O. Box 961292  
Fort Worth, TX 76161-0292  
Loan Number #2099225529

MORTGAGEE

JPMorgan Chase Bank, N.A.  
ISAOA/ATIMA  
P.O. Box 4465  
Springfield, OH 45501  
Loan Number #4022951754

## COVERAGE SUMMARY

COVERAGE	MAXIMUM AMOUNT	COST
Dwelling	\$130,000	Included
Personal Property	\$40,000	Included
Loss Of Use	\$20,000	Included
Personal Liability	\$100,000	Included
Medical Payments To Others	\$1,000	Included
Portable Electronics	\$1,500	Included
Loss Assessment	\$5,000	Included
\$500 Deductible		Included
<b>Total Premium</b>		<b>\$484/yr</b>

\* Based on annual premium of \$484

DISCOUNTS

FOR	AMOUNT
Fire Protection Local Fire Alarm	\$10.00
Insurance Score	\$50.00
<b>Total Discount</b>	<b>\$60.00 (Annual)</b>

Supplemental Loss Assessment Coverage

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Special Provisions

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Fraud Statement Application

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Fraud Statement Claim

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Flood Notice

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OFAC (Office Of Foreign Assets Control) Notice

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Household Employer's Coverage

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Summary Condo

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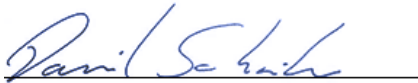
Liquid Fuel And Lead Coverage

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# Lemonade

CO-OP POLICY

In witness whereof, Lemonade Insurance Company has caused this policy to be signed by its president and secretary.



Daniel Schreiber  
President and CEO



William D. Latza  
Secretary

LEMONADE CONDO FORM  
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# LEMONADE CONDO FORM

## 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, including but not limited to, aircraft used or designed to carry people or cargo, model aircraft, drones or hobby aircraft;
- (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 your care or the care of a resident of your household who is your relative;

- 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 resident of your household who is your relative; or
  - c. Under Section II, 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 described in 5.a. or b. "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.  
Under both Sections I and II, 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 of any kind, including, but not limited to hoverboards, powered scooters, mini-bikes, or motorcycles; 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.

## **SECTION I – PROPERTY COVERAGES**

### **A. Coverage A – Dwelling**

#### **1. We cover:**

- a. The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
- b. Items of real property which pertain exclusively to the "residence premises";
- c. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
- d. Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".

#### **2. We do not cover:**

- a. Land, including land on which the "residence premises", real property or structures are located;
- b. Structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Structures from which any "business" is conducted; or
- d. Structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

### **B. Coverage C – Personal Property**

#### **1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest (who is not a roomer or boarder in the "residence premises") or a "residence employee", while the property is in any residence occupied by an "insured".

#### **2. Limit For Property At Other Locations**

##### **a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

(1) Moved from the "residence premises" because it is:

- (a) Being repaired, renovated or rebuilt; and
- (b) Not fit to live in or store property in; or

(2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

##### **b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is \$1,000. However, this limitation does not apply to personal property:

(1) Moved from the "residence premises" because it is:

- (a) Being repaired, renovated or rebuilt; and
- (b) Not fit to live in or store property in; or

(2) Usually located in an "insured's" residence, other than the "residence premises".

#### **3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, electronic currency, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes.
- j. \$1,500 on portable electronic equipment, which include:
  - (1) Laptop computers;
  - (2) Mobile phones, including smart phones;
  - (3) Tablets;
  - (4) E-readers;
  - (5) Handheld game consoles;
  - (6) Personal navigation devices;
  - (7) Electronic health or fitness monitoring devices;
  - (8) Portable media players, including wireless devices designed to be connected to the internet;
  - (9) Headphones, earbuds and other audio peripherals designed to be used with the equipment listed in j.(1)-(8).
- k. \$1,500 on model or hobby aircraft not used or designed:
  - (1) To carry people or cargo; or
  - (2) For "business".

#### 4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles". This includes a "motor vehicle's" equipment and parts.
- d. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft. We do cover model or hobby aircraft, other than drones, not used or designed to carry people or cargo as provided in **C.3. Special Limits of Liability**, paragraph **k.** under **Section I – Property Coverages**;
- e. Hovercraft, including any and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured";
- h. Property rented or held for rental to others off the "residence premises";

- i. "Business" data, including such data stored in:
  - (1) Books of account, drawings or other paper records; or
  - (2) Computers and related equipment.
 We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I** – Property Coverages; or
- k. Water or steam.

**C. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for the coverages in **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** below.

**1. Additional Living Expense**

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property the "residence premises" not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living for up to 24 months.

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

**2. Fair Rental Value**

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover 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.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.

**4. Loss Or Expense Not Covered**

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

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

**D. Additional Coverages**

**1. Debris Removal**

a. We will pay your reasonable expense for the removal of:

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

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

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

- (1) Trees you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against under Coverage **C**;  
provided the trees damage a covered structure.

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

This coverage is additional insurance

## **2. Reasonable Repairs**

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property; or
  - (2) Relieve you of your duties, in case of a loss to covered property, described in **C.4.** under Section I – Conditions.

## **3. Trees, Shrubs And Other Plants**

We cover trees, shrubs, plants or lawns, you solely own at the location of the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 10% of the limit of liability that applies to Coverage **C** for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

## **4. Fire Department Service Charge**

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

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

## **5. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

## **6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money**

- a. We will pay up to \$500 for:
  - (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
  - (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
  - (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
  - (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

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

- b. We do not cover:
  - (1) Use of a credit card, electronic fund transfer card or access device:

- (a) By a resident of your household;
  - (b) By a person who has been entrusted with either type of card or access device; or
  - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2) Loss arising out of "business" use or dishonesty of an "insured".
- c. If the coverage in a. above applies, the following defense provisions also apply:
- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
  - (2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.
  - (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

## 7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:
- (1) Earthquake; or
  - (2) Land shock waves or tremors before, during or after a volcanic eruption.
- The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.
- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.  
This coverage is additional insurance.

## 8. Collapse

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage – Collapse does not apply to:
- (1) A building or any part of a building that is in danger of falling down or caving in;
  - (2) A part of a building that is standing, even if it has separated from another part of the building; or
  - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
- (1) The Perils Insured Against named under Coverage C;
  - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
  - (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

**9. Glass Or Safety Glazing Material**

- a. We cover:
  - (1) The breakage of glass or safety glazing material which is part of a building, storm door or storm window and covered under Coverage **A**;
  - (2) The breakage of glass or safety glazing material which is part of a building, storm door or storm window when caused directly by earth movement and covered under Coverage **A**; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
  - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
  - (2) To the "residence premises" if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A building being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

**10. Ordinance Or Law**

- a. You may use up to 10% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of property covered under Coverage **A** damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of property covered under Coverage **A**, when that property must be totally demolished because of damage by a Peril Insured Against to another part of that property covered under Coverage **A**; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of property covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the property covered under Coverage **A** damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.
- c. We do not cover:
  - (1) The loss in value to any property covered under Coverage **A** due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires any "insured" 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 in or on any property covered under Coverage **A**.

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.

This coverage is additional insurance.

**11. Grave Markers**

We will pay up to \$5,000 for grave markers, including mausoleums, away from the "residence premises" for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

## SECTION I – PERILS INSURED AGAINST

We insure for direct physical loss to property described in Coverage **A** and **C** caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building. This peril does not include loss to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind 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.

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

**6. Vehicles**

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the "residence premises".

**7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

**8. Vandalism Or Malicious Mischief**

This peril does not include loss to property which pertains to the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.

**9. Theft**

a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

b. This peril does not include loss caused by theft:

(1) Committed by an "insured";

(2) In or to a "residence premises" under construction, or of materials and supplies for use in the construction until the "residence premises" is finished and occupied;

(3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or

(4) That occurs away from the "residence premises" or the location of the "residence premises" of:

(a) Trailers, semitrailers and campers;

(b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or

(c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

**10. Falling Objects**

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

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to a building or property contained in a building.

## 12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay to tear out and replace any part of a building or other structure owned solely by you which is covered under Coverage **A** and at the location of the "residence premises", but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building owned solely by you at the location of the "residence premises".
- b. This peril does not include loss:
  - (1) To or within the "residence premises", if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant;
  - (2) To the system or appliance from which the water or steam escaped;
  - (3) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
  - (4) to or within the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or
  - (5) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section I – Exclusion **A.3. Water**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

## 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

## 14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
  - (1) Maintain heat in the building; or
  - (2) Shut off the water supply and drain all systems and appliances of water.However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the "residence premises for coverage to apply.
- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

## 15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

## 16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

## SECTION I – EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:



- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided for in **D.10. Ordinance Or Law under Section I – Property Coverages**;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" 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.  
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.

This Exclusion 1. applies whether or not the property has been physically damaged.

## 2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting.

This Exclusion 2. applies regardless of whether any of the above, in **2.a.** through **2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **2.a.** through **2.d.**, is covered.

## 3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in **3.a.** through **3.c.** of this exclusion.

This Exclusion 3. applies regardless of whether any of the above, in **3.a.** through **3.d.**, is caused by an act of nature or is otherwise caused.

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **3.a.** through **3.d.**, is covered.

## 4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that covered peril.

## 5. Neglect

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

## 6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion, occupation, or revolution;
- b. Warlike act by a military force or military personnel; or

- c. Destruction, seizure or use for a military purpose.
- d. Accidental or intentional discharge of a nuclear, chemical or electromagnetic weapon.

**7. Intentional Loss**

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

**8. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

**SECTION I – CONDITIONS**

**A. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- 1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- 2. For more than the applicable limit of liability.

**B. Deductible**

Unless otherwise noted in this policy, the following deductible provision applies, with respect to any one loss:

- 1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
- 2. If two or more deductibles under this policy apply to the loss, the highest deductible amount will apply.

**C. Duties After Loss**

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

- 1. Give prompt notice to us or our agent;
- 2. Notify the police in case of loss by theft;
- 3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section I – Property Coverages;
- 4. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
- 5. Cooperate with us in the investigation of a claim;
- 6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- 7. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
- 8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;

- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in 6. above;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- h. Evidence or affidavit that supports a claim under D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.

#### D. Loss Settlement

Covered property losses are settled as follows:

##### Coverage A

1. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
2. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

In this provision, the terms "repaired" or "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in D.10. Ordinance Or Law under Section I – Property Coverages.

##### Coverage C

#### 1. Eligible Property

- a. Covered losses to the following property are settled at replacement cost at the time of the loss:
  - (1) Coverage C; and
  - (2) If covered in this policy:
    - (a) Awnings, outdoor antennas and outdoor equipment; and
    - (b) Carpeting and household appliances whether or not attached to buildings.
- b. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
  - (1) Jewelry;
  - (2) Furs and garments:
    - (a) Trimmed with fur; or
    - (b) Consisting principally of fur;
  - (3) Cameras, projection machines, films and related articles of equipment;
  - (4) Musical equipment and related articles of equipment;
  - (5) Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
    - (a) Pens or pencils;
    - (b) Flasks;
    - (c) Smoking implements; or
    - (d) Jewelry; and
  - (6) Golfer's equipment meaning golf clubs

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

#### 2. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.

- b. Memorabilia, souvenirs, collectors items and similar articles, whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

**3. Replacement Cost Loss Settlement Condition**

The following loss settlement condition applies to all property described in 1. above:

- a. We will pay no more than the least of the following amounts:
    - (1) Replacement cost at the time of loss without deduction for depreciation;
    - (2) The full cost of repair at the time of loss;
    - (3) The limit of liability that applies to Coverage C, if applicable;
    - (4) Any applicable special limits of liability stated in this policy; or
    - (5) For loss to any item described in 1.b.(1) – (6) above, the limit of liability that applies to the item.
  - b. If the cost to repair or replace the property described in 1. above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
  - c. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us, within 180 days after the date of the loss, of your intent to repair or replace the damaged property.
4. Covered property losses are settled at Replacement Cost value at the time of loss but not more than the amount required to repair or replace.

**E. Loss To A Pair Or Set**

In case of loss to a pair or set we may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between actual cash value of the property before and after the loss.

**F. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

**G. Other Insurance And Service Agreement**

- 1. If a loss covered by this policy is also covered by:
  - a. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
  - b. A service agreement, except a service agreement in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement.
- 2. Subject to Paragraph G.1., if, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance is:
  - a. Excess over the amount due under such other insurance or service agreement, whether the corporation or association of property owners has collected that amount or not; and
  - b. Primary with respect to any amount of the loss covered by this policy and not due under such other insurance or service agreement because of the application of a deductible.

3. As used in this Paragraph **G.**, a service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

#### **H. Suit Against Us**

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the date of loss.

#### **I. Our Option**

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

#### **J. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

#### **K. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

#### **L. Mortgage Clause**

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **F.** Appraisal, **H.** Suit Against Us and **J.** Loss Payment under Section **I** – Conditions also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### **M. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### **N. Recovered Property**

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

#### **O. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

#### **P. Policy Period**

This policy applies only to loss which occurs during the policy period.

#### **Q. Concealment Or Fraud**

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" 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.

#### **R. Loss Payable Clause**

If the Declarations shows a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

### **SECTION II – LIABILITY COVERAGES**

#### **A. Coverage E – Personal Liability**

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

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 F – 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".

### **SECTION II – EXCLUSIONS**

#### **A. "Motor Vehicle Liability"**

Coverages E and F do not apply to any "motor vehicle liability".

#### **B. "Watercraft Liability"**

Coverages E and F do not apply to any "watercraft liability".

#### **C. "Aircraft Liability"**

This policy does not cover "aircraft liability".

#### **D. "Hovercraft Liability"**

This policy does not cover "hovercraft liability".

#### **E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Coverages E and F 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 or property than initially expected or intended.

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

**2. "Business"**

"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".

**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. Harassment**

"Bodily injury" or "property damage" arising out of actual, alleged or threatened discrimination or harassment due to age, race, color, sex, religion, national origin, sexual preference, handicapped status, or any other type of unlawful discrimination;

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of any 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;

**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 lawful orders of a licensed health care professional;

**9. Rental Property**

"Bodily injury" or "property damage" arising out of the rental of any part of any premises by any insured. This exclusion does not apply:

- a. To the rental of the "residence premises":
  - (1) Either completely or in part, for exclusive use as a residence, for up to a total of seven (7) nights in the 12-month period prior to the date of the loss; or
  - (2) In part, for use as a permanent residence, by either one or two full-time roomers or boarders; or
- b. With respect to the portions of the dwelling not regularly occupied by you, when the dwelling on the "residence premises" is a two, three, or four family dwelling and you occupy one part and rent the other part to others;

**10. Pollutants and Contaminants**

"Bodily injury" or "property damage" arising out of the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to contaminants or pollutants at or from any source or location.

Contaminants and pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, fuel oil, asbestos, or lead.

This exclusion does not apply to bodily injury or property damage arising out of smoke or fumes caused by fire or explosion. We also do not cover:

- a. Any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of contaminants or pollutants;
- b. Any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of contaminants or pollutants; or
- c. Contamination or pollution arising out of actually or allegedly defective building materials, nuclear substances, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed; or

#### **11. Criminal Acts**

"Bodily injury" or "property damage" arising out of criminal, dishonest or fraudulent acts or omissions by or at the direction of an insured person, even if such insured person is not actually charged with or convicted of a crime, including if the insured person enters a no-contest plea.

#### **F. Coverage E – Personal Liability**

Coverage **E** 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, except as provided in **D. Loss Assessment** under Section **II – Additional Coverages**;
- 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" 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" to:

  - a. Repay; or
  - b. Share damages with;another person who may be obligated to pay damages because of "bodily injury" to an "insured".
6. "Bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".



7. "Bodily injury" or "property damage" arising out of any real property any insured has sold or transferred. This includes but is not limited to "bodily injury" or "property damage" arising out of known, unknown, hidden, or alleged property conditions, problems, or defects. This exclusion also applies to any property damage to the sold or transferred real property itself.

**G. Coverage F – Medical Payments To Others**

Coverage F does not apply to "bodily injury":

1. To a "residence employee";
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; or
3. To any person regularly residing on any part of the "insured location".

**SECTION II – 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 E 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. To the extent of any amount recoverable under Section I;
  - b. Caused intentionally by an "insured" who is 13 years of age or older;
  - c. To property owned by an "insured";
  - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - e. Arising out of:
    - (1) A "business" engaged in by an "insured"; or
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location".

**D. Loss Assessment**

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as 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:
  - a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
  - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and

- (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
- 2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.
- 3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
  - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
  - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- 4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**SECTION II – CONDITIONS**

**A. Limit Of Liability**

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E 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 F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F 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 Section II – 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 F – 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 F – 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 Section II.
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 E 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. 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.

**SECTIONS I AND II – CONDITIONS**

**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

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

**C. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

(1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

(2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### **D. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

#### **E. Assignment**

Assignment of this policy will not be valid unless we give our written consent.

#### **F. 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 F or Paragraph C. Damage To Property Of Others under Section II – Additional Coverages.

#### **G. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and

2. "Insured" includes:

a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and

b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**SUPPLEMENTAL LOSS ASSESSMENT COVERAGE**

**SCHEDULE**

<b>A. "Residence Premises" – Additional Amount Of Insurance: \$</b>	
<b>B. Additional Locations</b>	
<b>Location Of Unit Or Premises</b>	<b>Limit Of Liability</b>
\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**1. Additional Insurance – Residence Premises**

We will pay, up to the additional amount of insurance shown in **A.** in the Schedule above, for one or more assessments arising out of a single loss covered under:

- a. Section I – Additional Coverage **E.7.** Loss Assessment (This is Additional Coverage **C.7.** in Form **HO 00 04** and **D.7.** in Form **HO 00 06.**);
- b. Section II – Additional Coverage **D.** Loss Assessment; or
- c. Both Section I and Section II.

**2. Additional Locations**

We will pay, up to the Limit Of Liability shown in **B.** in the Schedule, your share of covered loss assessments as described in Section I – Additional Coverage **E.7.** Loss Assessment and Section II – Additional Coverage **D.** Loss Assessment of the policy, arising out of the unit or premises listed in **B.** in the Schedule above. This is the most we will pay for one or more assessments arising out of a single loss covered under:

- a. Either Section I – Additional Coverage **E.7.** Loss Assessment or Section II – Additional Coverage **D.** Loss Assessment; or
- b. Both Section I and Section II.

**3. Section II – Exclusion**

Section II – Exclusion **F.1.a.** does not apply to this coverage.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS – NEW JERSEY**

The endorsement modifies coverage under the following:

Lemonade Homeowners Form

Lemonade Renters Form

Lemonade Condo Form

### **DEFINITIONS**

Paragraph **A.** is replaced by the following:

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

1. The spouse; or
2. A party who, with the "named insured", has entered into a civil union recognized under New Jersey law; if a resident of the same household.

"We", "us" and "our" refer to this Company providing this insurance.

### **SECTION I – EXCLUSIONS**

Paragraph **7. Intentional Loss** is replaced by the following:

#### **7. Intentional Loss**

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

However, this exclusion will not apply to deny payment to a co-"insured", who did not cooperate in or contribute to the creation of the loss, if the loss arose out of domestic violence.

If we pay a claim pursuant to Paragraph **8.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property. In no event will we pay more than the Limit of Liability.

(This is Paragraph **A.8.** in Forms **HO 00 03** and **HO 00 05.**)

### **SECTION I – CONDITIONS**

Paragraph **J. Loss Payment** is replaced by the following:

#### **J. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss is payable within 10 working days after:

1. We reach an agreement with you and you have satisfied any and all conditions of the agreement; or
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

#### **L. Mortgage Clause**

Paragraph **3.** is replaced by the following:

3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 30 days before the date cancellation or nonrenewal takes effect.

(This Condition does not apply to Form **HO 00 04.**)

## SECTION II – LIABILITY COVERAGES

### A. Coverage E – Personal Liability

Paragraph 1. is replaced by the following in all forms and Endorsements **HO 24 73** and **HO 24 82**:

1. Pay up to our limit of liability for damages for which an "insured" is legally liable; and

Paragraph 1. is replaced by the following in Endorsement **HO 24 10**:

1. Pay for the damages for which an "insured" is legally liable, subject to the Aggregate Limit Of Liability, as shown in the Schedule and described in Section II – Conditions, **A. Aggregate Limit Of Liability**; and

## SECTION II – EXCLUSIONS

### E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Paragraph 1. **Expected Or Intended Injury** is replaced by the following in all forms and Endorsement **HO 24 73**:

#### 1. Expected Or Intended Injury

"Bodily injury" or "property damage", with respect to all "insureds", which is expected or intended by an "insured", even if the "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, or property than initially expected or intended.

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

This Exclusion **E.1.** applies to all "insureds", notwithstanding the provision in Section II – Conditions Paragraph **B. Severability Of Insurance**.

Paragraph **8. Controlled Substances** is replaced by the following in all forms:

#### 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(s) 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:

- a. The legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional; or
- b. The "insured(s)" who have no knowledge of the involvement with a controlled substance(s). An "insured's" knowledge of such involvement must be shown by us by competent evidence of such knowledge.

(This is Paragraph **E.9.** in Endorsement **HO 24 73.**)

## SECTION II – ADDITIONAL COVERAGES

### A. Claims Expenses

The following paragraph is added:

5. Prejudgment interest awarded against the "insured" on that part of the judgment we pay.

## SECTION II – CONDITIONS

Paragraph **A. Limit Of Liability** is replaced by the following:

### A. Limit Of Liability

1. Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Limit Of Liability for Coverage **E** as shown in the Declarations. 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".

2. Subject to Paragraph 1. above, our total liability under Coverage E for damages for which an "insured" is legally liable because of vicarious liability, whether or not statutorily imposed, for the actions of a child or minor, if such vicarious liability is not otherwise excluded, is \$10,000. The sublimit is within, but does not increase, the Coverage E Limit Of Liability.
3. The limit of liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as a result of one accident will not be more than the Limit Of Liability for Coverage F as shown in the Declarations.

This condition does not apply with respect to damages arising out of "fungi", wet or dry rot, or bacteria when Endorsement LEM-2016 is attached.

## SECTIONS I AND II – CONDITIONS

Paragraph C. Cancellation is replaced by the following:

### C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation takes effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, stating the reasons for cancellation, may be delivered to you or mailed to you at your mailing address shown in the Declarations by certified mail, or first-class mail if we have obtained, from the U.S. Post Office, a date-stamped proof of mailing showing your name and address. Written notice of cancellation will also be mailed to any person or organization entitled to notice under the policy.
  - a. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel by letting you know at least:
    - (1) 10 days before the date cancellation takes effect, if we cancel for either: nonpayment of premium; or the existence of a moral hazard, which is defined in N.J.A.C. 11:1-20.2(f) as follows:
      - (a) The risk, danger or probability that the "insured" will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an "insured" that will increase the probability of such a destruction may be considered a moral hazard; and
      - (b) The substantial risk, danger or probability that the character, circumstances or personal habits of the "insured" may increase the possibility of loss or liability for which we will be held responsible. Any change in character or circumstances of an individual, corporate, partnership or other "insured" that will increase the probability of such a loss or liability may be considered a moral hazard.
    - (2) 30 days before the date cancellation takes effect if we cancel for any other reason.
  - b. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) and stated in C.2.a.(1)(a) and C.2.a.(1)(b) above;
    - (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
    - (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
    - (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
    - (6) Lack of cooperation from the "insured" on loss control matters materially affecting insurability of the risk;



- (7) Fraudulent acts against us by the "insured" or the "insured's" representative that materially affect the nature of the risk insured;
  - (8) Loss of or reduction in available insurance capacity;
  - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
  - (10) Loss of or substantial changes in applicable reinsurance;
  - (11) Failure by the "insured" to comply with any Federal, State or local fire, health, safety, building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
  - (12) Failure by the "insured" to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond;
  - (13) Agency termination, provided:
    - (a) We document that replacement coverage at comparable rates and terms has been provided to you, and we have informed you, in writing, of your right to continue coverage with us; or
    - (b) We have informed you, in writing, of your right to continue coverage with us and you have agreed, in writing, to the cancellation based on the termination of your appointed agent; or
  - (14) Any other reason in accordance with our underwriting guidelines for cancellation of Homeowners insurance.
- c. If we cancel this policy based on Paragraph **C.2.b.(1)** or **C.2.b.(2)** above, we may do so by letting you know at least 10 days before the date cancellation takes effect. For cancellation due to nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date of cancellation set forth in the notice. If we cancel this policy for any other reason listed in **C.2.b.** above, we may cancel by letting you know not more than 120 days nor less than 30 days before the date cancellation takes effect.
  - d. We need not send notice of cancellation if you have:
    - (1) Replaced coverage elsewhere; or
    - (2) Specifically requested termination.
- 3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
  - 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

Paragraph **D. Nonrenewal** is replaced by the following:

**D. Nonrenewal**

- 1. We may elect not to renew this policy for any reason permitted to cancel this policy. If we elect not to renew this policy, we will deliver or mail a notice of nonrenewal, stating the reasons for nonrenewal, to you at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it will be deemed to expire annually on the anniversary of its inception.
- 2. This nonrenewal notice may be delivered to you or mailed to you at your mailing address shown in the Declarations by:
  - a. Certified mail; or
  - b. First-class mail if we have obtained, from the U.S. Post Office, a date-stamped proof of mailing showing your name and address.
- 3. We need not mail or deliver this nonrenewal notice if you have:
  - a. Replaced coverage elsewhere; or
  - b. Specifically requested termination.

## **F. Subrogation**

The following is added:

If we pay an "insured", who is a victim of domestic violence, for a loss caused by an act of domestic violence, the rights of that "insured" to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. That "insured" may not waive such rights to recover against the perpetrator of the domestic violence.

Paragraph **G. Death** is replaced by the following:

## **G. Death**

If any person named in the Declarations, or:

1. The spouse, if a resident of the same household; or
2. A party who, with the "named insured", has entered into a civil union recognized under New Jersey law, if a resident of the same household;

dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. "Insured" includes:
  - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
  - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

The following conditions are added:

### **Insurance Department Requirement – Cancellation And Nonrenewal**

Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the "insured". The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the "insured" and/or the "insured's" lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

### **Insurance Department Requirement – Standard Fire Insurance Policy**

This policy provides coverage to the "insured" on an equivalent or more favorable basis than that provided by the statutory provisions cited in N.J.S.A. 17:36-5.20.

All other provisions of this policy apply.

## **NEW JERSEY FRAUD STATEMENT – APPLICATION**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

# NEW JERSEY FRAUD STATEMENT – CLAIM FORM

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

## **IMPORTANT NOTICE**

This notice is to advise you that your Homeowners Policy does not cover property damaged by a flood.

Flood insurance may be available through the National Flood Insurance Program in participating communities.

The National Flood Insurance Program coverage contains separate content and structure coverage. You should consult with the National Flood Insurance Program or your insurer or your insurance producer as to whether the coverage selected is appropriate to your needs.

You can find additional information on the National Flood Insurance Program at the following web address: <https://www.fema.gov/national-flood-insurance-program>.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NEW JERSEY WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE EMPLOYEES ENDORSEMENT

**SCHEDULE – COMPLETE ONLY FOR FULL TIME SERVANTS.**

Code No.	Classification Of Employees	No. Of Employees	Rate Per Employee	Premium
0913	Private Residence or Estate – Full Time Inservants			
0912	Private Residence – Full Time Outservants incl. drivers			
0915	Private Estate – Full Time Outservants incl. drivers			

We agree, with respect to "residence employees":

**UNDER COVERAGE I**

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

**UNDER COVERAGE II**

To pay on behalf of an "insured" all damages for which the "insured" is legally liable because of "bodily injury" sustained by a "residence employee". The "bodily injury" must be caused by accident or disease and arise out of and in the course of employment by the "insured" while:

1. In the United States of America, its territories or possessions, or Canada, or
2. Temporarily elsewhere if the "residence employee" is a citizen or resident of the United States or Canada. Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada or to any action in such judgment.

**APPLICATION OF COVERAGE**

This insurance applies only to:

1. "Bodily injury" occurring during the policy period, or
2. Occupational disease or cumulative injury of a "residence employee" who during the term of this policy actually worked for the "insured" during the last day of employment, which exposed the employee to the hazard of the occupational disease or cumulative injury.

**POLICY PROVISIONS**

This insurance is subject to all the provisions of this Endorsement and the following provisions of this policy:

1. Under Sections I and II – Conditions:
  - B. Waiver Or Change Of Policy Provisions.
  - C. Cancellation.
  - E. Assignment.
  - F. Subrogation.
2. Under Section II – Conditions:
  - C. Duties After "Occurrence".
  - F. Suit Against Us.
3. Our agreement to defend the "insured" as provided under Coverage E – Personal Liability.
4. Under Section II – Additional Coverages:
  - A. Claim Expenses.
  - B. First Aid Expenses.
5. The definition of "bodily injury", "business", "insured" and "residence employee".

**LIMIT OF LIABILITY – COVERAGE II**

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

1. Sustained by one or more "residence employees" in any one accident; or
2. Caused by disease and sustained by a "residence employee".

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

#### **OTHER INSURANCE**

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

#### **CONFORMITY TO STATUTE**

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

#### **EXCLUSIONS**

This insurance does not apply:

1. To liability for "bodily injury" arising out of "business" pursuits of the "insured";
2. Under Coverage II:
  - a. To liability assumed by the "insured" under any contract or agreement;

- b. To "bodily injury" by disease unless a written claim is made or suit brought against the "insured" within 36 months after the end of the policy period.
- c. To any obligation under a workers' compensation, unemployment or disability benefits law or any similar law.
- d. To punitive or exemplary damage because of "bodily injury" to any employee employed in violation of law or to any employee employed in violation of law with the knowledge or consent of the "insured".

This endorsement is based on New Jersey Compensation Rating and Inspection Bureau Endorsement **WC 29 03 02 A.**



## Condominium Unit Owners Insurance

THIS SUMMARY HIGHLIGHTS THE NOTABLE COVERAGES AND EXCLUSIONS ASSOCIATED WITH YOUR CONDOMINIUM INSURANCE POLICY AND IS ONLY PROVIDED AS GUIDANCE IN HELPING YOU UNDERSTAND YOUR POLICY. THIS SUMMARY DOES NOT ALTER YOUR COVERAGE IN ANY WAY. YOUR INSURANCE POLICY IS A CONTRACT THAT GOVERNS YOUR LEGAL RIGHTS. PLEASE CONTACT LEMONADE INSURANCE COMPANY IF YOU HAVE ANY QUESTIONS. REFER TO YOUR DECLARATIONS PAGE FOR INFORMATION ON DEDUCTIBLES AND THE SPECIFIC LIMITS OF YOUR POLICY FOR EACH OF THE INCLUDED COVERAGES. REFER TO THE APPLICABLE POLICY PROVISIONS FOR OTHER INFORMATION SPECIFIC TO THESE COVERAGES, AND ON ANY ADDED COVERAGES OR EXCLUSIONS IN YOUR POLICY. FOR ADDITIONAL GUIDANCE AND INFORMATION, SEE THE "INSURING YOUR HOME" GUIDE ON THE N.J. DEPARTMENT OF BANKING AND INSURANCE WEBSITE AT

[http://www.state.nj.us/dobi/division\\_consumers/pdf/insuringyourhome.pdf](http://www.state.nj.us/dobi/division_consumers/pdf/insuringyourhome.pdf)

Most condominium policies in New Jersey include the following common coverages:

- **Dwelling (Coverage A)** Your condominium policy will cover property that is permanently installed in your condo unit that is not otherwise covered by your condominium association's insurance policy.
- **Personal property (Coverage C)** pays if the items in your condo unit (such as furniture, clothing, computers and TVs) are damaged, stolen, or destroyed by a covered loss.
- **Loss of use (Coverage D)** pays your additional living expenses (costs over the normal amount for housing, food, and other essential expenses) if you must temporarily move because damage to your condo unit from a covered loss renders it uninhabitable.
- **Personal liability (Coverage E)** pays to defend you in court against certain lawsuits and provides coverage if you are found legally responsible for someone else's injury or property damage.
- **Medical payments to others (Coverage F)** pays the medical bills of people hurt on your property. It might also pay for some injuries that happen away from your condo unit, such as your dog biting someone at the park.

### Policy Features

- Lemonade may exclude coverage for certain losses. Even the most comprehensive policy will exclude certain types of damage.
- All policies include an all-peril deductible. The deductible is the portion for which you are responsible on a covered property loss.
- Some policies may include a separate optional wind/hail and/or a mandatory or optional hurricane deductible.
- Lemonade may offer optional coverages that include loss assessment, water back up and sump pump overflow, ordinance or law coverage, earthquake and scheduled personal property such as bicycles, cameras, musical instruments, jewelry, fine arts, furs or silverware.

Your Policy Covers Losses Caused by	Your Policy Does Not Cover Losses Caused by
Fire and lightning	Flooding including tidal surge (Note: Flood insurance may be available through the National Flood Insurance Program ( <a href="http://www.floodsmart.gov">www.floodsmart.gov</a> ))
Sudden and accidental damage by smoke	Earthquakes, earth movement, landslides, mudslides & sinkholes
Explosion	Termites, insects, rats, mice, birds or other vermin
Theft	Freezing pipes (unless water was shut off or building was heated)
Vandalism and malicious mischief	Certain losses if your condo unit is vacant for the number of days specified by your policy
Aircraft and vehicles	Wear and tear, rotting, maintenance and pollution
Windstorm or hail	Wind or hail damage to trees and shrubs
Sudden and accidental water damage	Mold, unless it is as a result of a covered loss (for example, mold damage due to flood would not be covered)
Weight of ice, snow or sleet	Water damage resulting from continuous and repeated seepage
Riot and civil commotion	Liability which results from the ownership or use of an automobile and other types of motorized land vehicles, aircraft or certain watercraft
	Intentional acts caused by you or a resident of your home
	War and Nuclear Hazard

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL  
AND LIMITED LEAD AND ESCAPED LIQUID FUEL  
LIABILITY COVERAGES – NEW JERSEY**

**SCHEDULE**

<p>The coverage provided by this endorsement and the applicable Limits Of Liability shown in this Schedule apply. These limits of liability apply to the total of all loss or expense including loss assessments, payable under this endorsement, regardless of the number of locations insured under this endorsement and listed in this Schedule or the number of assessments charged against the "insured" during the policy period.</p>		
<b>1.</b>	<b>Aggregate Limited Lead And Escaped Liquid Fuel Liability Limit Of Liability</b>	<b>\$ 50,000</b>
<b>2.</b>	<p><b>Property Remediation For Escaped Liquid Fuel Limit Of Liability</b></p> <p>This Property Remediation For Escaped Liquid Fuel Limit Of Liability applies to the "residence premises" as defined in Paragraph <b>a.</b> of Definition <b>11.</b> "Residence premises" in this endorsement and any of the following locations as defined in Paragraph <b>b.</b> of Definition <b>11.</b> "Residence premises":</p>	<b>\$ 10,000</b>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>		

**A. Definitions**

The definitions applying to the policy form, other than Definition **11.** "Residence premises", apply to this endorsement. Definition **11.** "Residence premises" is replaced by the following. Definitions **12.** through **14.** are added only with respect to the coverage provided by this endorsement.

**11.** "Residence premises" means:

- a.** The unit where you reside shown as the "residence premises" in the Declarations; and
- b.** Any location shown in the Schedule of this endorsement.

**12.** "Covered real property". The following applies only to the Section I – Property Coverages – Property Remediation For Escaped Liquid Fuel:

**a.** "Covered real property" means:

- (1)** Property that is:
  - (a)** Owned by an "insured"; or

- (b)** Your insurance responsibility under a corporation or association of property owners agreement; and covered under Coverage **A**;

- (2)** A one-, two-, three- or four-family dwelling building, or condominium unit, owned by an "insured" and shown in the Schedule under Paragraph **2.** Such property includes materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling building or condominium unit on the "residence premises"; and

- (3)** Land owned by an "insured", other than farm land, on which the:

- (a)** "Residence premises" is located; or
- (b)** Real property or structures covered under Coverage **A** are located.

**b.** "Covered real property" does not include:

- (1)** Water;

- (2) Structures that are part of a "fuel system"; or
  - (3) Trees, shrubs, plants or lawns, except to the extent provided in **B.3.c.** of this endorsement.
13. "Covered personal property". The following applies only to the Section I – Property Coverages – Property Remediation For Escaped Liquid Fuel:
- a. "Covered personal property" means personal property:
    - (1) Owned or used by an "insured" and covered under Coverage **C** of this policy; and
    - (2) Located on the "residence premises".
  - b. Loss to such property shall be subject to those Coverage **C** Special Limits of Liability that apply.
14. "Fuel system" means:
- a. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and
    - (1) Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:
      - (a) To heat or cool a building;
      - (b) To heat water;
      - (c) To cook food; or
      - (d) To power "motor vehicles" or watercraft owned by an "insured" and not used primarily for "business"; and
    - (2) Are, or were, located on:
      - (a) "Covered real property"; or
      - (b) An "insured location";
  - b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in **14.a.**;
  - c. Filler pipes and flues connected to one or more containers, tanks or vessels described in **14.a.**;
  - d. A boiler, furnace or water heater, the liquid fuel for which is stored in a container, tank or vessel, described in **14.a.**, and which is located on:
    - (1) "Covered real property"; or
    - (2) An "insured location";

- e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in **14.a.**; or
- f. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in **14.a.**

A "fuel system" does not include any fuel tanks that are permanently affixed to a "motor vehicle" or watercraft listed in **a.(1)(d)** above.

## **B. Section I – Property Coverages**

The following coverage is added:

### **Property Remediation For Escaped Liquid Fuel**

1. With respect to the total of all escapes of liquid fuel from a "fuel system" which an "insured" first discovers or learns of during the policy period, we will pay up to the Limit Of Liability shown in the Schedule for loss or expense described in **3.** below.
2. The limit shown in the Schedule for this coverage is the most we will pay for the total of all loss or expense payable under **3.** below regardless of the:
  - a. Number of locations insured under this endorsement;
  - b. Number of escapes of liquid fuel from a "fuel system" an "insured" first discovers or learns of during the policy period; or
  - c. Number of claims made.

### **3. Loss Or Expense Covered**

This coverage pays for:

- a. Loss to:
  - (1) "Covered real property"; or
  - (2) "Covered personal property";
 caused directly or indirectly by the escape of such fuel from a "fuel system";
- b. The expense you incur to:
  - (1) Take temporary measures to stop the further escape of such fuel from any part of a "fuel system";
  - (2) Retard or stop the spread of escaped liquid fuel;
  - (3) Clean up, remove or treat loss to:
    - (a) "Covered real property"; or
    - (b) "Covered personal property"; or

(4) Test, monitor or assess the effects of the escape of liquid fuel in, on or away from "covered real property":

- (a) As required by law; or
- (b) In response to a request, demand or order by a governmental authority or court of law.

We will pay for such expense only if it results from the same escape that is payable under **a.** or **b.(1), (2) and (3)** above;

**c.** Loss to trees, shrubs, plants or lawns:

- (1) That you own; or
- (2) That are your insurance responsibility under a corporation or association of property owners agreement;

and which are located on the "residence premises", but only if there is loss or expense caused by the same escape which is payable under **a.** or **b.** However, we will not pay more than an amount equal to 5% of the Limit Of Liability shown in the Schedule for the total of all loss to trees, shrubs, plants or lawns. No more than \$500 of this amount will be payable for any lawn or any one tree, shrub or plant. We do not cover property grown for "business"; and

**d. Additional Living Expense**

(1) Additional Living Expense means any necessary increase in living expenses you incur, so that your household can maintain its normal standard of living, if the escape of liquid fuel:

- (a) Results in loss or expense payable under **a.** or **b.** above; and
- (b) Makes that part of the "residence premises" where you reside not fit to live in.

(2) Payment for Additional Living Expense will be for the shortest time required:

- (a) To make that part of the "residence premises" where you reside fit to live in; or
- (b) For your household to settle elsewhere, if you permanently relocate.

This period of time applies even if it extends past the expiration date of this policy.

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

(3) This coverage does not increase the Limit Of Liability shown in the Schedule.

(4) Section **I** – Property Coverages, **C.** Coverage **D** – Loss Of Use in the policy form does not apply to this endorsement.

#### **4. Loss Or Expense Not Covered**

We will not pay:

**a.** For any diminution or reduction in the market value of any:

- (1) "Covered real property"; or
- (2) "Covered personal property";

whether or not such property is damaged;

**b.** For any damage resulting from the loss of or reduction in value of a pending sale of:

- (1) "Covered real property"; or
- (2) "Covered personal property";

**c.** To replace any fuel;

**d.** For any expense to:

- (1) Demolish or remove; or
- (2) Repair, replace, rebuild or restore;

any part of a "fuel system", other than those expenses provided for in **3.a.** or **3.b.** above; or

**e.** For any damage that results from an escape from:

- (1) One or more containers, tanks or vessels that are, or were, used to hold liquid fuel and are a part of a "motor vehicle" or watercraft; or
- (2) Related lines or parts that are, or were, connected to a "motor vehicle" or watercraft.

**5.** When the Unit-owners Coverage **A** – Special Coverage Endorsement is attached, Paragraph **2.c.(6)(e)** in the policy form or in that endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

6. When the Unit-owners Coverage **C – Special Coverage Endorsement** is attached, Paragraph **3.j.(5)** in that endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.
7. When the Unit-owners Coverage **C – Special Coverage Endorsement** is not attached but the **Special Computer Coverage Endorsement** is attached, Paragraph **2.b.(9)(e)** in the **Special Computer Coverage Endorsement**, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.
8. The Additional Coverages under **Section I – Property Coverages** and the **Section I – Exclusions** apply to this Property Remediation For Escaped Liquid Fuel Coverage.
9. The **Section I – Conditions** apply to this Property Remediation For Escaped Liquid Fuel Coverage except as provided in **C. Section I – Conditions** below.
10. This Property Remediation For Escaped Liquid Fuel Coverage does not apply to any "residence premises" at which the containers, tanks or vessels, described in **A.14.a.** above, have a total combined storage capacity of less than 100 U.S. gallons of fuel.

Coverage, if any, for escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- c. Other provisions; and
- d. Limits of Liability;

that apply to real and personal property under the policy to which this endorsement is attached.

**C. Section I – Conditions – Property Remediation For Escaped Fuel**

With respect to loss or expense described in **B. Section I – Property Coverages** above, **Section I Condition G. Other Insurance And Service Agreement** in the policy form is replaced by the following:

**G. Other Insurance, Service Agreements And Government Funds**

If loss or expense covered in **B. Section I – Property Coverages** above is also covered by:

1. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss or expense.

If, at the time of loss or expense, there is other insurance in the name of a corporation or association of property owners covering the same property covered by this endorsement, this insurance will be excess over the amount recoverable under such other insurance.

2. A service agreement, then this Property Remediation For Escaped Liquid Fuel Coverage is excess over any amounts payable under any such agreement. Service Agreement means a "fuel system" service plan, property restoration protection plan, or similar service or warranty agreement, even if it is characterized as insurance; or
3. A government fund, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount payable for the loss or expense to the extent permitted by law.

## **D. Section II – Liability Coverages**

### **Limited Lead And Escaped Liquid Fuel Liability Coverage**

1. With respect to "bodily injury" or "property damage" described in **D.2.** below, the coverages provided by Section II – Liability Coverages, Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others in the policy form, and the Limits Of Liability stated on the Declarations page for these coverages do not apply.
2. This coverage applies if a claim is made or a suit is brought against an "insured" for damages because of:
  - a. "Bodily injury" or "property damage" caused by an "occurrence" involving the escape of fuel from a "fuel system". However, this limited coverage does not apply to an "occurrence" of fire or explosion that results from such escaped fuel. Damages resulting from such an "occurrence" of fire or explosion are subject to the Coverage **E** limit of liability of the policy to which this endorsement is attached;
  - b. "Bodily injury" caused by an "occurrence" involving the absorption, ingestion or inhalation of lead which is in or on an "insured location"; or
  - c. "Property damage" caused by an "occurrence" of lead contamination, but only if, immediately prior to the "occurrence", the lead was located at an "insured location".

NO OTHER LEAD OR ESCAPED LIQUID FUEL LIABILITY COVERAGE APPLIES UNDER THIS POLICY EXCEPT AS PROVIDED IN **D.2.** ABOVE AND **E.** BELOW.

3. If coverage applies as stated in **D.2.** above, we will:
  - a. Pay up to the Aggregate Limit Of Liability stated in the Schedule for damages for which an "insured" is legally liable; 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 the Aggregate Limit Of Liability stated in the Schedule for damages resulting from "bodily injury" or "property damage" described in **D.2.** above has been exhausted by the payment of a judgment or settlement.

4. With respect only to applying the provisions of this coverage as described in **D.2.** above, "bodily injury" or "property damage" caused in whole or in part by an "occurrence" described in **D.2.** above shall be deemed to have been caused solely by such an "occurrence" regardless of any other covered cause or event contributing to the "bodily injury" or "property damage".
5. The Section II – Additional Coverages in the policy form apply with respect to this coverage as described in **D.** above except as provided in **E.** Section II – Additional Coverages below.
6. The Section II – Conditions in the policy form apply with respect to this coverage as described in **D.** above except as provided in **F.** Section II – Liability Conditions below.
7. This coverage does not apply to an "insured location" at which the containers, tanks or vessels, described in **A.14.a.** above, have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for an "occurrence" involving the escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- c. Other provisions; and
- d. Limits of Liability;

that apply to Coverages **E** and **F** in the policy to which this endorsement is attached.

## **E. Section II – Additional Coverages**

With respect to coverage described in **D.** **Section II – Liability Coverages** above, Additional Coverage **D. Loss Assessment** in the policy form is replaced by the following:

### **D. Loss Assessment**

1. We will pay up to the Aggregate Limit Of Liability as stated in the Schedule for your share of loss assessment charged against you, as 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:
  - a. An "occurrence" involving the escape of fuel from a "fuel system";

- b. "Bodily injury" caused by an "occurrence", on property owned by all members collectively, involving the absorption, ingestion or inhalation of lead which occurs on an "insured location" containing the "residence premises";
  - c. "Property damage" caused by an "occurrence", on property owned by all members collectively, of lead contamination, but only if the lead originates at an "insured location" containing the "residence premises"; or
  - d. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and
    - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. We do not cover assessments charged against you or a corporation or association of property owners:
- a. As required by law; or
  - b. In response to a request, demand or order by a governmental authority or court of law.
3. Regardless of the number of assessments, the Aggregate Limit Of Liability stated in the Schedule is the most we will pay for loss arising out of:
- a. All accidents, including continuous or repeated exposure to the same general harmful conditions; or
  - b. All covered acts of one or more directors, officers or trustees. An act involving more than one director, officer or trustee is considered to be a single act.

THE LIMIT APPLICABLE TO THIS LOSS ASSESSMENT COVERAGE DOES NOT INCREASE THE AGGREGATE LIMIT OF LIABILITY STATED IN THE SCHEDULE.

4. Section II – Condition I. Policy Period in this endorsement and in the policy form to which this endorsement is attached does not apply to this coverage.

## F. Section II – Liability Conditions

With respect to coverage described above in D. Section II – Liability Coverages:

- 1. Conditions **D. Duties Of An Injured Person – Coverage F – Medical Payments To Others** and **E. Payment Of Claim – Coverage F – Medical Payments To Others** in the policy form are deleted; and
- 2. Conditions **A. Limit Of Liability, B. Severability Of Insurance** and **I. Policy Period** in the policy form are replaced by the following:

### A. Aggregate Limit Of Liability

- 1. Our total liability in any one policy period for all damages resulting from the total of all "bodily injury" or "property damage" during the policy period will not be more than the Limited Lead and Escaped Liquid Fuel Liability Coverage Aggregate Limit Of Liability stated in the Schedule.

### 2. Sublimit Of Liability

Subject to Paragraph 1. above, our total liability for damages for which an "insured" is legally liable because of vicarious liability, whether or not statutorily imposed, for the actions of a child or minor, if such vicarious liability is not otherwise excluded, is \$10,000. This sublimit is within, but does not increase, the Limited Lead And Escaped Liquid Fuel Liability Coverage Aggregate Limit Of Liability stated in the Schedule.

- 3. The limit of liability in 1. above and sublimit in 2. above is the most we will pay regardless of the:
  - a. Number of locations insured under the policy to which this endorsement is attached;
  - b. Number of persons injured;
  - c. Number of persons whose property is damaged;
  - d. Number of "insureds"; or
  - e. Number of claims made.

The "occurrence" limit of liability does not apply to this coverage.

**B. Severability Of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Limit of Liability described in **A.** Aggregate Limit Of Liability. This condition will not increase the limit for this coverage.

**I. Policy Period**

This endorsement applies to "bodily injury" or "property damage" described in **D.2.** above which occurs during the policy period.

All other provisions of the policy not specifically modified by this endorsement apply.