



This policy is one of the broadest forms available today, and provides you with outstanding value for your insurance dollars. However, we want to point out that every policy contains limitations and exclusions. Please read your policy carefully, especially "Losses Not Insured" and all exclusions.

## State Farm® Renters Policy

**Maine**

**H4-2119**

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Re Automobile Insurance Dated July 30, 2019 and Homeowners Insurance Dated August 7, 2019

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## RENTERS POLICY

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## RENTERS POLICY AGREEMENT

**We** agree to provide the insurance described in this policy:

1. based on **your** payment of premium for the coverages **you** chose;
2. based on **your** compliance with all applicable provisions of this policy; and
3. based on the information **you** have given **us** and **your** statements in this agreement.

**You** agree, by acceptance of this policy, that **you** will pay premiums when due and comply with the provisions of this policy.

When **you** request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, **we** may adjust the premium in accordance with the change during the policy period and **you** must pay any additional premium due within the time **we** specify.

## DEFINITIONS

**We** define the following words and phrases for use throughout this policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases. Defined words and phrases are printed in bold italics.

1. **“actual cash value”** means the replacement cost of damaged property at the time of loss, less the value of physical depreciation as to the damaged property. The term “physical depreciation” means a value as determined according to standard business practices.
2. **“bodily injury”** means physical injury, sickness, or disease to a person. This includes required care, loss of services, and death resulting therefrom.

**Bodily injury** does not include:

- a. any of the following which are communicable:
  - (1) disease;
  - (2) bacteria;
  - (3) parasite;
  - (4) virus; or
  - (5) other organism;any of which are transmitted by any **insured** to any other person;

- b. the actual or alleged exposure to any such:

- (1) disease;
- (2) bacteria;
- (3) parasite;
- (4) virus; or
- (5) other organism;

by any **insured** to any other person; or

- c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.

3. **“building structure”** means a structure fully enclosed with permanent walls and a roof. A permanent wall or roof does not include any kind of temporary materials including but not limited to tarps, plastic sheeting, or other similar material. A structure that is otherwise fully enclosed with permanent walls and a roof, that is undergoing repairs due to a recent **loss insured**, using materials such as tarps, plastic sheeting, or other similar material, is still considered a **building structure**.

A **building structure** includes:

- a. the foundation supporting the structure, including:
    - (1) slabs;
    - (2) basement walls;
    - (3) crawl space walls;
    - (4) footings; and
    - (5) gravel, stone, or sand, used as fill material and located not more than 12 inches directly below a slab described in item a.(1), including water supply lines, domestic water pipes, and sewer pipes located within this fill material; and
  - b. wall-to-wall carpeting attached to the structure.
4. **“business”** means any full-time or part-time activity, trade, profession, employment, or occupation or a commercial, mercantile, or industrial undertaking of an economic nature. It does not matter whether it is continuous or regular, is a secondary or supplemental source of income, or is an **insured’s** principal means of livelihood. Profit and profit motive are irrelevant.

**Business** does not include:

- a. volunteer activities for a not-for-profit or non-profit organization or public agency for which no money is received other than payment of expenses;
- b. incidental and infrequent personal economic activity such as a hobby, garage or yard sale, or traditional farm activities when the farm products are intended only for the personal use of the **insured**;
- c. any occasional or part-time self-employed activity by a person under 19 years of age that involves no employees or subcontracted independent contractors and is a type of activity normally performed by persons under 19 years of age, including but not limited to, child care, lawn mowing, or paper delivery;
- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power up to but not exceeding 125 percent of

the actual electrical power usage by the **residence premises** in the 12-month period prior to the date of the loss; or

- e. ownership of the **residence premises** by the person or organization shown in the **Declarations** as Additional Insured.
5. **“Declarations”** means the policy **Declarations**, any amended **Declarations**, the most recent renewal **Declarations**, an Evidence of Insurance form, or any endorsement changing any of these.
6. **“diminution in value”** means any reduction in the value of any covered property prior to or following repair or replacement as compared to the value of that property immediately before the loss.
7. **“dwelling”** means that part of the **building structure** on the **residence premises** used as the primary private residence.
8. **“fungus”** means any type or form of **fungus**, including:
  - a. mold;
  - b. mildew;
  - c. mycotoxins;
  - d. spores;
  - e. scents; or
  - f. byproducts;produced or released by fungi.
9. **“insured”** means:
  - a. **you**;
  - b. **your relatives**; and
  - c. any other person under the age of 21 in the care of a person described above.

Under Section II, **insured** also means:

- d. the person or organization legally responsible for animals or watercraft to which this policy applies. However, the animal or watercraft must be owned by **you** or a person included in 9.b. or 9.c. above. A person or organization using or having custody of these animals or watercraft in the course of a **business**, or without permission of the owner, is not an **insured**; and

- e. with respect to any vehicle to which this policy applies, any person while engaged in **your** employment or the employment of a person included in 9.b. or 9.c. above.
10. **“insured location”** means:
- a. the **residence premises**;
  - b. the part of any other premises, other structures, and grounds used by **you** as a residence. This includes premises, structures, and grounds **you** acquire while this policy is in effect for **your** use as a residence;
  - c. any premises used by **you** in connection with the premises included in 10.a. or 10.b. above;
  - d. any part of a premises not owned by an **insured** but where an **insured** is temporarily residing;
  - e. land owned by or rented to an **insured** on which a one or two family dwelling is being constructed as a residence for an **insured**;
  - f. individual or family cemetery plots or burial vaults owned by an **insured**;
  - g. any part of a premises occasionally rented to an **insured** for purposes other than **business**;
  - h. vacant land owned by or rented to an **insured**. For the purposes of this definition, vacant land does not include:
    - (1) farm land;
    - (2) land containing a residence; or
    - (3) land containing fences, corrals, boat docks, tool sheds, barns, grain bins, and similar structures, unless they are used solely for the personal use of the **insured**; or
  - i. farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.
11. **“loss insured”** means a loss as described under **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.
12. **“motor vehicle”**, when used in Section II of this policy, means:
- a. a land **motor vehicle** designed for travel on public roads or subject to motor vehicle registration;
  - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
  - c. a “recreational or utility vehicle” while off an **insured location**. “Recreational or utility vehicle” means a motorized vehicle designed for recreation or utility purposes, used principally off public roads, and that is owned or leased by an **insured**. This includes, but is not limited to, a motorized:
    - (1) all-terrain vehicle;
    - (2) side-by-side vehicle;
    - (3) utility work vehicle;
    - (4) amphibious vehicle;
    - (5) dune buggy;
    - (6) go-cart;
    - (7) golf cart;
    - (8) snowmobile;
    - (9) trailbike;
    - (10) minibike; and
    - (11) personal assistive mobility device.
 “Leased” does not include temporary rental;
  - d. a “locomotive” while off an **insured location**. “Locomotive” means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an **insured**. “Leased” does not include temporary rental;
  - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle, or road building vehicle that is owned or leased by an **insured** while off an **insured location**. “Leased” does not include temporary rental; and
  - f. any vehicle while being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above.

The following are not **motor vehicles**:

- a. a boat, camper, home, or utility trailer not being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above;
  - b. a motorized land vehicle in storage on an **insured location** not intended to be operated for an extended period of time and rendered inoperable by placing the vehicle on blocks or removing parts essential for its operation;
  - c. a motorized golf cart while used for golfing purposes;
  - d. a motorized vehicle or trailer designed to assist persons with disabilities that is not designed for travel on public roads or subject to motor vehicle registration; or
  - e. a commercially manufactured two, three, or four wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.
13. "**occurrence**", when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:
- a. **bodily injury**; or
  - b. **property damage**;
- during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous or repeated exposure to the same general conditions is considered to be one **occurrence**.
14. "**property damage**" means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not **property damage**.
15. "**relative**" means any person related to **you** by:
- a. blood;
  - b. adoption;
  - c. marriage; or
  - d. civil union, domestic partnership, or other substantially similar legal relationship that is recognized

and valid in the state where, and at the time when, the legal relationship was established;

and who resides primarily with **you**.

16. "**residence 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, who performs duties, including household or domestic services, in connection with the maintenance or use of the **residence premises**. This includes employees who perform similar duties elsewhere for **you**. This does not include employees while performing duties in connection with the **business** of an **insured**.
17. "**residence premises**" means:
- a. the one, two, three, or four family dwelling, other structures and grounds; or
  - b. that part of any other **building structure**;
- where **you** reside and which is shown in the **Declarations**.
18. "**State Farm Companies**" means one or more of the following:
- a. State Farm Mutual Automobile Insurance Company;
  - b. State Farm Fire and Casualty Company; and
  - c. subsidiaries or affiliates of either 18.a. or 18.b. above.
19. "**vacant dwelling**" means:
- a. a dwelling:
    - (1) that has not been occupied as a residence for more than 60 consecutive days immediately before the loss; and
    - (2) where a predominant amount of personal property has been removed or is absent such that the dwelling is not functional as a habitual place of residence.
- A dwelling will be considered occupied only if it is being used as a habitual place of residence with **your** knowledge and approval.
- b. A dwelling that is under active construction will not be considered a **vacant dwelling**. A dwelling is under active construction when it is:

- (1) being built as a new structure;
  - (2) being repaired due to damage otherwise covered by this policy; or
  - (3) undergoing substantial improvements, renovations, remodeling, or modifications;
- and the construction results in substantial continuing activities by persons associated with the construction project at the premises during the relevant time periods.
20. **“we”, “us”, and “our”** mean the Company shown in the **Declarations**.
21. **“you”** and **“your”** mean the person or persons shown as “Named Insured” in the **Declarations**. If a

“Named Insured” shown in the **Declarations** is a human being, then **you** and **your** include:

- a. a spouse of a “Named Insured”;
- b. a party to a civil union with a “Named Insured”;
- c. a domestic partner of a “Named Insured”; or
- d. a person in a substantially similar legal relationship with a “Named Insured”;

if such relationship is recognized and valid in the state where, and at the time when, the legal relationship was established, so long as the person in the above relationship resides primarily with that “Named Insured”.

## DEDUCTIBLE

In case of loss under this policy, **we** will pay, subject to specified policy limits, only that part of the amount of the loss that exceeds the deductible amount shown in the

**Declarations**. Deductibles will be applied per occurrence. Deductibles apply to specific losses as described in this policy.

## SECTION I – PROPERTY COVERAGES

### COVERAGE B – PERSONAL PROPERTY

#### 1. Property Covered.

- a. **We** cover personal property owned or used by an **insured** while it is anywhere in the world. This includes structures not permanently attached to or otherwise forming a part of the realty. At **your** request, **we** will cover personal property:
  - (1) owned by others while the property is on the part of the **residence premises** occupied exclusively by an **insured**;
  - (2) owned by a guest or a **residence employee**, while the property is in any other residence occupied by an **insured**; and
  - (3) owned by roomers, boarders, tenants, and other residents, any of whom are related to **you**.
- b. **We** cover personal property usually located at an **insured’s** residence, other than the **residence premises**, for up to \$1,000 or 10% of the Coverage B limit, whichever is greater. This limitation does not apply to personal property:

- (1) in a newly acquired principal residence for the first 30 days after **you** start moving the property there. If the **residence premises** is a newly acquired principal residence, personal property in **your** immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy; and
- (2) of a student who is an **insured** while located at a residence away from the **residence premises**.

**Special Limits of Liability.** These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on:
  - (1) money, coins, and medals, including any of these that are a part of a collection;
  - (2) bank notes;
  - (3) bullion;
  - (4) gold other than goldware;
  - (5) silver other than silverware; and
  - (6) platinum;



- b. \$1,500 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to \$750 on such property away from the **residence premises**.  
Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage, and is addressed in item c. below;
  - c. \$10,000 in the aggregate on electronic data processing system equipment used or intended for use in a **business**, including but not limited to:
    - (1) computers;
    - (2) tablets;
    - (3) mobile personal communication equipment;
    - (4) global positioning systems;
    - (5) mobile personal electronic devices used for the reproduction of sound; and
    - (6) standard media or non-media equipment for use with the above devices;
  - d. \$1,500 in the aggregate on:
    - (1) securities, checks, cashiers checks, travelers checks, money orders;
    - (2) gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments;
    - (3) accounts;
    - (4) deeds;
    - (5) evidences of debt;
    - (6) letters of credit;
    - (7) notes other than bank notes;
    - (8) manuscripts;
    - (9) passports; and
    - (10) tickets;
  - e. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings, and equipment;
  - f. \$1,500 on trailers not used with watercraft;
  - g. \$2,500 on stamps, trading cards, and comic books, including any of these that are a part of a collection;
  - h. \$2,500 for loss by theft of firearms;
  - i. \$2,500 for loss by theft of silverware and goldware;
  - j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any:
    - (1) rug;
    - (2) carpet (except wall-to-wall carpet);
    - (3) tapestry;
    - (4) wall-hanging; or
    - (5) other similar article;
  - k. \$1,000 on commercially manufactured two, three, or four wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include such conveyances that are:
    - (1) designed for assisting persons with disabilities;
    - (2) not designed for travel on public roads; and
    - (3) not subject to motor vehicle registration; and
  - l. \$1,000 for loss by theft of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones.
2. **Property Not Covered. We** do not cover:
- a. articles separately described and specifically insured in this or any other insurance;
  - b. animals, birds, or fish;
  - c. any engine-propelled or motor-propelled vehicle or machine, including parts, designed for movement on land, except as provided in **Special Limits of Liability**, item k. However, **we** do cover those vehicles or machines:
    - (1) that are:

- (a) not designed for travel on public roads; and
  - (b) not subject to motor vehicle registration;
- (2) and that are:
  - (a) used primarily to service the **insured location**; or
  - (b) designed for assisting persons with disabilities;
- d. any electronic equipment, devices, or accessories designed for the recording, reproduction, or storage of audio, video, photos, or other data that is:
  - (1) permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle; or
  - (2) hard-wired directly to the vehicle's electrical system.

**We** also do not cover removable products that may be used with the equipment or devices described above, including but not limited to tapes, discs, videos, or memory cards while in an engine-propelled or motor-propelled vehicle;
- e. aircraft and parts. This does not apply to unmanned aircraft systems used as model aircraft and operated solely for recreational or hobby purposes;
- f. property of roomers, boarders, tenants, and other residents not related to **you**;
- g. property regularly rented or held for rental to others by an **insured**. This does not apply to property of an **insured**:
  - (1) in a sleeping room when the **dwelling** is rented in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or
  - (2) on the **residence premises** if it is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;
- h. property rented or held for rental to others away from the **residence premises**;
- i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas, and all other similar equipment that is:
  - (1) permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle; or
  - (2) that is hard-wired directly to the vehicle's electrical system;

This does not apply to any recording or storage media for electronic data processing. **We** will cover the cost of blank books, cards, or other blank material plus the cost of labor **you** incur for transcribing or copying such records;
- j.
  - (1) books or records of accounts receivable;
  - (2) abstracts or other journals;
  - (3) architectural or technical drawings;
  - (4) card index systems; or
  - (5) other records.
- k. recording or storage media for electronic data processing that cannot be replaced with property of like kind and quality on the current retail market;
- l. purchased or created audio, video, photos, or other data that:
  - (1) cannot be replaced with like kind and quality on the current retail market; and
  - (2) is transferred or downloaded onto:
    - (a) mobile communication equipment;
    - (b) global positioning systems; or
    - (c) electronic devices designed for the recording, reproduction, or storage of audio, video, photos, or other data;
- m. contraband, or any property used in the course of illegal consumption, possession, import, export, or trade;
- n. outdoor hardscape property used for aesthetic purposes except as provided in **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**; or
- o. electronic currency, digital currency, virtual currency, crypto-currency, and other similar mediums of exchange.

## COVERAGE C – LOSS OF USE

The most **we** will pay for the sum of all losses combined under **Additional Living Expense, Fair Rental Value,** and **Prohibited Use** is the limit of liability shown in the **Declarations for Coverage C – Loss of Use.**

1. **Additional Living Expense.** When a **loss insured** causes the **residence premises** to become uninhabitable, **we** will pay the reasonable and necessary increase in cost incurred by an **insured** to maintain their normal standard of living for up to 24 months. **Our** payment is limited to incurred costs for the shortest of:
  - a. The time required to repair or replace the premises;
  - b. The time required for **your** household to settle elsewhere; or
  - c. 24 months.

This period of time is not limited by the expiration of this policy.

**We** will not pay more than the limit of liability shown in the **Declarations for Coverage C – Loss of Use.** Any normal expenses that are reduced or discontinued due to a **loss insured** will be subtracted from any amount owed.

2. **Fair Rental Value.** When a **loss insured** causes that part of the **residence premises** rented to others or held for rental by **you** to become uninhabitable, **we** will pay its fair rental value. Payment will be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by the expiration of this policy. Fair rental value will not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.
3. **Prohibited Use.** **We** will pay Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits **your** use of the **residence premises**, provided that:
  - a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a **loss insured** under this policy if

the damage had occurred to property on the **residence premises**;

- b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and
- c. the action of the civil authority is taken in response to:
  - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
  - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
  - (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

**We** will not pay for loss or expense due to cancellation of a lease or agreement.

## SECTION I – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

1. **Debris Removal.** **We** will pay the reasonable expenses **you** incur in the removal of debris of covered property damaged by a **loss insured.** This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping.**

2. **Temporary Repairs.** If damage is caused by a **loss insured, we** will pay the reasonable and necessary cost **you** incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.
3. **Trees, Shrubs, and Landscaping.** **We** will pay for accidental direct physical loss to outdoor:
  - a. trees, shrubs, live or artificial plants, and lawns;
  - b. artificial grass; and

- c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the **residence premises**, caused by the following perils: **Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles** (not owned or operated by a resident of the **residence premises**), **Vandalism or malicious mischief**, or **Theft**.

The limit for this coverage, including the removal of debris, will not exceed 10% of the amount shown in the **Declarations** for **COVERAGE B – PERSONAL PROPERTY**. **We** will not pay more than \$750 for any one outdoor tree, shrub, plant, or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. **We** will not pay for any loss to property grown for **business** purposes.

- 4. **Building Additions and Alterations.** **We** will pay, under Coverage B, for a **loss insured** to building additions, alterations, fixtures, improvements, or installations made or acquired at **your** expense. The following conditions apply:

- a. This coverage applies only to that part of the **residence premises** used exclusively by **you**; and
- b. The limit for this coverage will not exceed 15% of the limit of liability shown in the **Declarations** for **COVERAGE B – PERSONAL PROPERTY**. This coverage does not increase the Coverage B limit.

- 5. **Property Removed.** **We** will pay for any accidental direct physical loss to covered property while being removed from a premises endangered by a **loss insured**. This coverage also applies to the property for up to 30 days while removed. **We** will also pay for reasonable expenses incurred by **you** for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

- 6. **Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money.**

- a. **We** will pay up to \$1,000 for:
  - (1) the legal obligation of an **insured** to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an **insured's** name. If an **insured** has not complied with all terms

and conditions under which the cards are issued, **we** will not pay for use by an **insured** or anyone else;

- (2) loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
- (3) loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

**We** will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.

- b. **We** will not pay for loss arising out of **business** pursuits or dishonesty of an **insured**.

- c. Defense:

- (1) **We** may make any investigation and settle any claim or suit that **we** decide is appropriate. **Our** obligation to defend claims or suits ends when the amount **we** pay for the loss equals **our** limit of liability.
- (2) If claim is made or a suit is brought against an **insured** for liability under the Credit Card or Bank Fund Transfer Card coverage, **we** will provide a defense. This defense is 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 the Forgery coverage.

- 7. **Power Interruption.** **We** will pay for accidental direct physical loss caused directly or indirectly by a change of temperature that results from power interruption that takes place on the **residence premises**. The power interruption must be caused by a **loss insured** occurring on the **residence premises**. The power lines off the **residence premises** must remain energized. This coverage does not increase the limit applying to the damaged property.

8. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the **residence premises** for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to **you**, all reasonable means must be used to protect the property insured from further damage or no coverage will be provided. Power failure or mechanical failure does not include:
- a. removal of a plug from an electrical outlet; or
  - b. turning off an electrical switch unless caused by a **loss insured**.
- This coverage does not increase the limit applying to the damaged property.
9. **Arson Reward.** We will pay \$1,000 for information that leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information.
10. **Volcanic Action.** We will pay for accidental direct physical loss to a covered **building structure** or covered property contained in a **building structure** resulting from the eruption of a volcano when the loss is directly and immediately caused by:
- a. airborne volcanic shock waves;
  - b. ash, dust, or particulate matter; or
  - c. lava flow.
- We will also pay for the removal of that ash, dust, or particulate matter that has caused accidental direct physical loss to a covered **building structure** or covered property contained in a **building structure**.
- All volcanic eruptions that occur within any 168-hour period will be considered one volcanic eruption.
- This coverage does not increase the limit applying to the damaged property.
11. **Collapse.** We will pay for accidental direct physical loss to covered property involving the abrupt, entire collapse of a **building structure** or any part of a **building structure**.
- a. Collapse means the abrupt and entire falling down, caving in, or falling into pieces of a **building structure** or any part of a **building structure**. Collapse does not include any of the following:
    - (1) settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending;
    - (2) substantial structural impairment;
    - (3) imminent or threatened collapse;
    - (4) a **building structure** or any part of a **building structure** that is in danger of falling down or caving in; or
    - (5) a part of a **building structure** that is standing even if:
      - (a) it has separated from another part of the **building structure**; or
      - (b) it shows evidence of settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending.
  - b. The collapse must be directly and immediately caused by one or more of the following:
    - (1) perils described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**. These perils apply to **building structures** covered under Coverage B for loss insured by this Additional Coverage;
    - (2) decay or deterioration of, or damage from animals, birds, or insects to:
      - (a) a connector; or
      - (b) a structural member of a **building structure**;

The decay, deterioration, or damage must be hidden from view and unknown to all **insureds** prior to the collapse;
    - (3) weight of contents, equipment, animals, or people;
    - (4) weight of ice, snow, sleet, or rain that collects on a roof, porch, or deck; or

- (5) use of defective material or methods in the construction (includes remodeling or renovation) of the **building structure**, if the collapse occurs during the course of the construction of the **building structure**.

Loss to awnings, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations (including slabs, basement walls, and crawl space walls), retaining walls, bulkheads, piers, wharfs, docks, trellises, or antennas and their supporting structures is not included under items (2), (3), and (4) immediately above unless the loss is the direct and immediate result of the collapse of a **building structure** or any part of a **building structure**.

This coverage does not increase the limit applying to the damaged property.

12. **Locks and Remote Devices.** **We** will pay up to \$1,000 for each loss for the reasonable expenses **you** incur to rekey, replace, recode, program, or reprogram locks on exterior doors to the **dwelling** or other structures located on the **residence premises** when the keys or remote devices used with those doors are part of a covered theft loss. This coverage includes remote devices designed solely for locking, unlocking, opening, or closing doors, including garage doors and gates.

No deductible applies to this coverage.

13. **Fuel Oil Release.** **We** will pay up to \$10,000 for each loss for accidental direct physical loss to covered property caused by the abrupt and accidental escape

of liquid fuel oil from a fixed household tank, apparatus, or pipes that are part of a heating unit for the **dwelling**. This includes damage to covered property resulting from an accidental spill or overflow of fuel oil in the course of filling a fixed household tank.

This coverage includes surface clean up only. **We** will not pay for:

- a. the cost to repair or replace the fuel oil tank, apparatus, and pipes; or
- b. the cost of testing, monitoring, removing, treating, or detoxifying of soil, air, or water.

This coverage does not increase the limit applying to the damaged property.

## INFLATION COVERAGE

The limit of liability shown in the **Declarations** for Coverage B will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limit on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limit of liability for Coverage B.

The limit of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy the Coverage B limit of liability is changed at **your** request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

## SECTION I – LOSSES INSURED

### COVERAGE B – PERSONAL PROPERTY

**We** will pay for accidental direct physical loss to the property described in Coverage B caused by the following perils, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and **we** will not pay for, any **diminution in value**.

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril does not include loss to property contained in a structure caused by rain,

snow, sleet, sand, or dust. This limitation does not apply when the direct force of wind or hail damages the structure causing an opening in a roof or wall and the rain, snow, sleet, sand, or dust enters through this opening.

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a **building structure**.

3. **Explosion.**
4. **Riot or civil commotion.**

5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**, meaning accidental direct physical loss to covered property caused by the weight, force, power, or movement of a vehicle.
  - a. This includes:
    - (1) the impact of a vehicle;
    - (2) an object propelled from the tire or body of a vehicle;
    - (3) the upset or collision of a vehicle with a stationary object or other vehicle, including damage to personal property carried on the exterior of the vehicle; or
    - (4) a vehicle door or trunk lid being closed on personal property.
  - b. This peril does not include loss:
    - (1) to personal property that falls off a vehicle and strikes the ground, any other surface, or any object;
    - (2) caused by shifting of the load being carried in or on a vehicle; or
    - (3) to the vehicle itself unless the vehicle is property covered under **COVERAGE B – PERSONAL PROPERTY** and the loss is caused by the weight, force, power, or movement of another vehicle.
7. **Smoke**, meaning abrupt and accidental damage from smoke.
 

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or malicious mischief**, meaning only willful and malicious damage to or destruction of property.
9. **Theft**, including attempted theft and loss of property from a known location when it is probable that the property has been stolen.
 

This peril does not include:

  - a. loss of a precious or semi-precious stone from its setting;
  - b. loss caused by theft:
    - (1) committed by an **insured** or by any other person regularly residing on the **insured location**. Property of a student who is an **insured** is covered while located at a residence away from the **residence premises**, if the theft is committed by a person who is not an **insured**;
    - (2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or
    - (3) from the part of a **residence premises** rented to others:
      - (a) caused by a tenant, members of the tenant's household, or the tenant's employees unless the **residence premises** is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;
      - (b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins, and medals;
      - (c) of:
        - (i) securities, checks, cashiers checks, travelers checks, money orders;
        - (ii) gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments;
        - (iii) accounts, deeds, evidences of debt, letters of credit, notes other than bank notes;
        - (iv) manuscripts, passports, tickets; and
        - (v) stamps; or
      - (d) of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones; or
  - c. loss caused by theft that occurs away from the **residence premises** of:

- (1) property while at any other residence owned, rented to, or occupied by an **insured**, except while an **insured** is temporarily residing there. Property of a student who is an **insured** is covered while at a residence away from the **residence premises**;
- (2) watercraft of all types, including their furnishings, equipment, and outboard motors; or
- (3) trailers and campers designed to be pulled by or carried on a vehicle.

If the **residence premises** is a newly acquired principal residence, property in the immediate past principal residence will not be considered property away from the **residence premises** for the first 30 days after the inception of this policy.

- 10. **Falling objects.** This peril does not include loss to property contained in a structure unless the roof or an exterior wall of the structure is first damaged by a falling object. Damage to the falling object itself is not included.
- 11. **Weight of ice, snow, or sleet** that causes damage to property contained in a structure.
- 12. **Abrupt and accidental discharge or overflow** of water, steam, or sewage from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water, steam, or sewage escaped;
- b. caused by or resulting from:
  - (1) freezing;
  - (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area; or
  - (3) the pressure from or presence of tree, shrub, or plant roots; or

- c. that occurs or develops over a period of time and is caused by or resulting from:

- (1) condensation or the presence of humidity, moisture, or vapor; or
- (2) seepage or leakage of water, steam, or sewage that is:
  - (a) continuous;
  - (b) repeating;
  - (c) gradual;
  - (d) intermittent;
  - (e) slow; or
  - (f) trickling.

- 13. **Abrupt and accidental tearing asunder, cracking, burning, or bulging** of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss:

- a. caused by or resulting from freezing; or
- b. that occurs or develops over a period of time and is caused by or resulting from:
  - (1) condensation or the presence of humidity, moisture, or vapor; or
  - (2) seepage or leakage of water or steam that is:
    - (a) continuous;
    - (b) repeating;
    - (c) gradual;
    - (d) intermittent;
    - (e) slow; or
    - (f) trickling.

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

This peril does not include:

- a. loss to a portable hot tub or portable spa unless **you** have used reasonable care to prevent freezing; or



b. loss on the **residence premises** unless **you** have used reasonable care to:

- (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or
- (2) shut off the water supply and drain the system and appliances of water.

However, if the **building structure** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the **building structure** at 55 degrees Fahrenheit or higher for coverage to apply.

15. **Abrupt and accidental damage** to electrical appliances, devices, fixtures, and wiring from an increase or decrease of artificially generated electrical current.

**We** will pay up to \$3,000 under this peril for each damaged item described above.

16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass that is a part of a structure on the **residence premises**. **We** will not pay for loss or damage to the glass.

17. **Wild bears or deer**, meaning damage caused by wild bears or deer to property located in a **building structure**.

18. **Breakage of glass or safety glazing material** that is part of a building, storm door, or storm window and is covered under **SECTION I – ADDITIONAL COVERAGES, Building Additions and Alterations**.

This peril does not include loss on the **residence premises** if the **dwelling** is a **vacant dwelling**.

## SECTION I – LOSSES NOT INSURED

1. **We** will not pay for, under any part of this policy, any loss that would not have occurred in the absence of one or more of the following excluded events. **We** will not pay for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs abruptly or gradually, involves isolated or widespread damage, occurs on or off the **residence premises**, arises from any natural or external forces, or occurs as a result of any combination of these:

a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a **building structure** or other structure.

b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all regardless of whether combined with water, sewage, or any material carried by, or otherwise moved by the earth. Earth movement includes but is not limited to:

- (1) earthquake;
- (2) landslide, mudslide, or mudflow;
- (3) sinkhole or subsidence;
- (4) movement resulting from:

- (a) improper compaction;
- (b) site selection;
- (c) natural resource extraction activities; or
- (d) excavation;

- (5) erosion;
- (6) pressure by surface or subsurface earth or fill; or
- (7) any volcanic activity, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Volcanic Action**.

However, **we** will pay for any accidental direct physical loss by fire resulting from earth movement, provided the resulting fire loss is itself a **loss insured**.

c. **Water**, meaning:

- (1) flood;
- (2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;
- (3) waves (including tidal wave, tsunami, and seiche);
- (4) tides or tidal water;

- (5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);
- (6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;
- (7) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;
- (8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a **building structure**, sidewalk, driveway, swimming pool, or other structure; or
- (9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above.

However, **we** will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a **loss insured**.

- d. **Neglect**, meaning neglect of the **insured** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.
- e. **War**, including any:
  - (1) undeclared war;
  - (2) civil war;
  - (3) insurrection;
  - (4) rebellion;
  - (5) revolution;
  - (6) warlike act by a military force or military personnel;
  - (7) destruction or seizure or use for a military purpose;

and including any consequence of any of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental.

- f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke.

However, **we** will pay for any accidental direct physical loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a **loss insured**.

- g. **Fungus**, including:
  - (1) any loss of use or delay in rebuilding, repairing, or replacing covered property, including any associated cost or expense, due to interference at the **residence premises** or location of the rebuilding, repair, or replacement, by **fungus**;
  - (2) any remediation of **fungus**, including the cost to:
    - (a) remove the **fungus** from covered property or to repair, restore, or replace that property;
    - (b) tear out and replace any part of the **building structure** or other property as needed to gain access to the **fungus**; or
    - (c) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the **fungus**;
  - (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence, or level of **fungus**, whether performed prior to, during, or after removal, repair, restoration, or replacement of covered property.

However, this exclusion does not apply if **fungus** results from an accidental direct physical loss caused by fire or lightning.

- h. **Intentional Losses.** If any *insured* intentionally causes or procures a loss to property covered under this policy, **we** will not pay any *insured* for this loss. This applies regardless of whether the *insured* is charged with or convicted of a crime.

This does not apply to an *insured* who did not participate in, cooperate in, or contribute to causing or procuring the loss.

2. **We** will not pay for, under any part of this policy, any loss consisting of one or more of the items below. Further, **we** will not pay for any loss described in paragraph 1. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to, or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
- a. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;

- b. defect, weakness, inadequacy, fault, or unsoundness in:

- (1) planning, zoning, development, surveying, or siting;
- (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;
- (3) materials used in repair, construction, renovation, remodeling, grading, or compaction; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the **residence premises**; or

- c. weather conditions.

However, **we** will pay for any resulting loss from items 2.a., 2.b., and 2.c. unless the resulting loss is itself a Loss Not Insured as described in this Section.

## SECTION I – LOSS SETTLEMENT

Only the **Loss Settlement Provision** shown in the **Declarations** applies. **We** will settle covered property losses according to the following. However, the valuation of any covered property losses does not include, and **we** will not pay, any amount for **diminution in value**.

### COVERAGE B – PERSONAL PROPERTY

#### 1. B1 – Limited Replacement Cost Loss Settlement.

- a. **We** will pay the cost to repair or replace property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:
- (1) until repair or replacement is completed, **we** will pay only the **actual cash value** of the damaged property;
  - (2) after repair or replacement is completed, **we** will pay the difference between the **actual cash value** and the cost **you** have actually and necessarily spent to repair or replace the property; and

- (3) if property is not repaired or replaced within two years after the date of loss, **we** will pay only the **actual cash value**.

- b. **We** will pay market value at the time of loss for:

- (1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles; and
- (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items.

Market Value means the amount a willing buyer would offer and a willing seller would accept in a cash sale on an open market.

However, **we** will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) **our** cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

2. **B2 – Depreciated Loss Settlement.**
- a. **We** will pay the **actual cash value** for property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL PROPERTY**, except for property listed in item b. below.
- b. **We** will pay market value at the time of loss for:
- (1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles; and
  - (2) articles whose age or history contribute substantially to their value including, but

not limited to, memorabilia, souvenirs, and collectors items.

Market Value means the amount a willing buyer would offer and a willing seller would accept in a cash sale on an open market.

However, **we** will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) **our** cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

## SECTION I – CONDITIONS

1. **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:
  - a. to the **insured** for an amount greater than the **insured's** interest; or
  - b. for more than the applicable limit of liability.
2. **Your Duties After Loss.** After a loss to which this insurance may apply, **you** must cooperate with **us** in the investigation of the claim and also see that the following duties are performed:
  - a. give immediate notice to **us** or **our** agent and also notify:
    - (1) the police if the loss is caused by theft, vandalism, or any other criminal act; and
    - (2) the credit card company or bank if the loss involves a credit card or bank fund transfer card;
  - b. protect the property from further damage or loss and also:
    - (1) make reasonable and necessary temporary repairs required to protect the property; and
    - (2) keep an accurate record of repair expenses;
  - c. prepare an inventory of damaged or stolen personal property:
    - (1) showing in detail the quantity, description, age, replacement cost, and amount of loss; and
    - (2) attaching all bills, receipts, and related documents that substantiate the figures in the inventory;
  - d. as often as **we** reasonably require:
    - (1) exhibit the damaged property;
    - (2) provide **us** with any requested records and documents and allow **us** to make copies;
    - (3) while not in the presence of any other **insured**:
      - (a) give statements; and
      - (b) submit to examinations under oath; and
    - (4) produce employees, members of the **insured's** household, or others for examination under oath to the extent it is within the **insured's** power to do so; and
  - e. submit to **us**, within 60 days after the loss, **your** signed, sworn proof of loss that sets forth, to the best of **your** knowledge and belief:
    - (1) the time and cause of loss;
    - (2) interest of the **insured** and all others in the property involved and all encumbrances on the property;
    - (3) other insurance that may cover the loss;
    - (4) changes in title or occupancy of the property during the term of this policy;

- (5) specifications of any damaged structure and detailed estimates for repair of the damage;
  - (6) an inventory of damaged or stolen personal property described in 2.c.;
  - (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
  - (8) evidence or affidavit supporting a claim under **SECTION I – ADDITIONAL COVERAGES, Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money** coverage, stating the amount and cause of loss.
3. **Loss to a Pair or Set.** In case of loss to a pair or set, **we** may choose to:
- a. repair or replace any part to restore the pair or set to its value before the loss; or
  - b. pay the difference between the depreciated value of the property before the loss and the depreciated value of the property after the loss.
4. **Appraisal.** If **you** and **we** fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only **you** or **we** may demand appraisal. A demand for appraisal must be in writing. **You** must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.
- a. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal.
  - b. The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party, and jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.
- The written report of agreement will set the amount of the loss of each item in dispute and will be binding upon **you** and **us**.
- c. If the two appraisers fail to agree upon the amount of the loss within 30 days, unless the period of time is extended by mutual agreement, they will select a competent, disinterested umpire and will submit their differences to the umpire. If the appraisers are unable to agree upon an umpire within 15 days:
- (1) **you** or **we** may make a written application for a judge of a court of record in the same state and county (or city if the city is not within a county) where the **residence premises** is located to select an umpire;
  - (2) the party requesting the selection described in item c.(1) must provide the other party:
    - (a) written notice of the intent to file, identifying the specific location and identity of the court at least 10 days prior to submission of the written application; and
    - (b) a copy of the written application; and
  - (3) a written report of agreement, as required in item b., signed by any two (appraisers or appraiser and umpire) will set the amount of the loss of each item in dispute and will be binding upon **you** and **us**. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.
- d. To qualify as an appraiser or umpire for a loss to building property, a person must be one of the following and be licensed or certified as required by the applicable jurisdiction:
- (1) an engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;

- (2) an adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or
  - (3) a contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.
- e. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer:
- (1) has performed services for either party with respect to the claim at issue in the appraisal; or
  - (2) has a financial interest in the outcome of the claim at issue in the appraisal.
- f. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable compensation of the umpire will be paid equally by **you** and **us**.
- g. **You** and **we** do not waive any rights by demanding or submitting to an appraisal, and retain all contractual rights to determine if coverage applies to each item in dispute.
- h. Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:
- (1) any other questions of fact;
  - (2) questions of law;
  - (3) questions of coverage;
  - (4) other contractual issues; or
  - (5) to conduct appraisal on a class-wide basis.
- i. Appraisal is a non-judicial proceeding and does not provide for or require arbitration. Neither party will be awarded attorney fees. The appraisal award may not be entered as a judgment in a court.
- j. A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.
5. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.
6. **Suit Against Us.** No action will be brought against **us** unless there has been full compliance with all of the policy provisions. Any action by any party must be started within two years after the date of loss or damage.
7. **Our Option.** **We** may repair or replace any part of the property damaged or stolen with similar property. Any property **we** pay for or replace becomes **our** property.
8. **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 30 days after **we** receive **your** proof of loss and:
- a. reach agreement with **you**;
  - b. there is an entry of a final judgment; or
  - c. there is a filing of an appraisal award with **us**.
9. **Abandonment of Property.** **We** need not accept any property abandoned by an **insured**.
10. **Glass Replacement.** Loss for damage to glass caused by a **loss insured** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
11. **No Benefit to Bailee.** **We** will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing, or transporting property for a fee. This applies regardless of any other provision of this policy.
12. **Recovered Property.** If either **you** or **we** recover any property after loss settlement, that party must give the other prompt notice. At **your** option, **you** may keep the property or **we** will return it to **you**. Otherwise, it will become **our** property. If **you** choose to keep the property, the loss payment will be adjusted based on the amount **you** received for the recovered property.

13. **Assignment of Claim.** Assignment to another party of any of **your** rights or duties under this policy regarding any claim, or any part of any claim, will be invalid and **we** will not recognize any such assignment, unless

**we** give **our** written consent. However, once **you** have complied with all policy provisions, **you** may assign to another party, in writing, payment of claim proceeds otherwise payable to **you**.

## SECTION II – LIABILITY COVERAGES

### COVERAGE L – PERSONAL LIABILITY

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

1. pay up to **our** limit of liability for the damages for which the **insured** is legally liable. **We** will not pay for criminal restitution; and
2. provide a defense at **our** expense by counsel of **our** choice. **We** may make any investigation and settle any claim or suit that **we** decide is appropriate. **Our** obligation to defend any suit ends when the amount **we** pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals **our** limit of liability. **We** will not provide a defense to any **insured** for criminal prosecution or proceedings.

### COVERAGE M – MEDICAL PAYMENTS TO OTHERS

**We** will pay the necessary medical expenses 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, rehabilitation, pharmaceuticals, orthopedic devices, prosthetic devices, and funeral services. This coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**;
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**; or

3. to a **residence employee** if the **occurrence** causing **bodily injury** occurs off the **insured location** and arises out of or in the course of the **residence employee's** employment by an **insured**.

### SECTION II – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

**We** will pay for the following in addition to the limits of liability:

1. **Claim Expenses.** **We** will pay:
  - a. expenses **we** incur and costs taxed against an **insured** in suits **we** defend. Taxed costs do not include attorney fees;
  - b. premiums on bonds required in suits **we** defend, but not for bond amounts greater than the Coverage L limit. **We** are not obligated to apply for or furnish any bond;
  - c. reasonable expenses an **insured** incurs at **our** request. This includes actual loss of earnings (but not loss of other income) up to \$250 per day for aiding **us** in the investigation or defense of claims or suits;
  - d. interest the **insured** is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
    - (1) that part of the damages **we** pay; or
    - (2) the Coverage L limit; and
  - e. interest on the entire judgment that accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment that does not exceed the limit of liability that applies.
2. **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 **you** or any other **insured**.

3. **Damage to Property of Others.**

- a. **We** will pay for **property damage** to property of others caused by the activities of an **insured**.
- b. **We** will not pay more than the smallest of the following amounts:
- (1) replacement cost at the time of loss;
  - (2) full cost of repair; or
  - (3) the limit of liability shown in the **Declarations for Damage to Property of Others** for any one **occurrence**.
- c. **We** will not pay for **property damage**:
- (1) for a loss that is recoverable under Section I of this policy. **We** also will not pay for any applicable deductible regardless of whether the amount of the loss exceeds the deductible;
  - (2) caused intentionally by an **insured** 13 years of age or older;
  - (3) to property, other than a rented golf cart, owned by, or rented to an **insured**, a tenant of an **insured**, or a resident in **your** household;
  - (4) arising out of:
    - (a) **business** pursuits;
    - (b) any act or omission in connection with a premises an **insured** owns, rents, or controls, other than the **insured location**;
    - (c) a condition on the **insured location** or the ways immediately adjoining; or
    - (d) the ownership, maintenance, or use of a **motor vehicle**, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board, or similar type watercraft; or
  - (5) if a payment is made under **COVERAGE L – PERSONAL LIABILITY** for the same **property damage**.

## SECTION II – EXCLUSIONS

1. Coverage L and Coverage M do not apply to:
- a. **bodily injury** or **property damage** that:
- (1) was a result of a:
    - (a) willful and malicious; or
    - (b) criminal; act or omission of the **insured**;
  - (2) was intended by the **insured**; or
  - (3) would have been expected by the **insured** based on a reasonable person standard.
- However, exclusions a.(2) and a.(3) above do not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.
- Exclusions a.(1), a.(2), and a.(3) above apply to all **bodily injury** or **property damage** even if the:
- (1) **bodily injury** or **property damage** was sustained by a different person, entity, or property than was expected or intended;
  - (2) **bodily injury** or **property damage** was of a different kind, quality, or degree than was expected or intended;
  - (3) **insured** lacked the mental capacity to control his or her conduct;
  - (4) **insured** was not charged with or convicted of a criminal act or omission; or
  - (5) **insured** was impaired by drugs or alcohol;
- b. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured**, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-**business** pursuits;
- c. **bodily injury** or **property damage** arising out of the rental of any part of any premises by any **insured**. This exclusion does not apply:
- (1) to the rental of the **residence premises**:
    - (a) either completely or in part, for exclusive use as a residence, for up to 30



- nights in the 12-month period prior to the date of the loss;
- (b) in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage;
- (2) 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;
  - (3) to farm land (without buildings), rented to others, but not to exceed a total of 500 acres, regardless of the number of locations; or
  - (4) to activities that are ordinarily incident to non-**business** pursuits;
- d. **bodily injury** or **property damage** arising out of the rendering or failing to render professional services;
  - e. **bodily injury** or **property damage** arising out of any premises currently owned or rented to any **insured** which is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**;
  - f. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading, or unloading of:
    - (1) an aircraft. This exclusion does not apply to the ownership, maintenance, use, loading, or unloading of unmanned aircraft systems used as model aircraft:
      - (a) solely for recreational or hobby purposes;
      - (b) designed to be operated within the visual line of sight of the operator and operated within the visual line of sight of the operator; and
      - (c) weighing not more than 55 pounds at the time of operation;
    - (2) unless the ownership, maintenance, use, loading, or unloading of such aircraft results in:
      - (a) **property damage** to any aircraft; or
      - (b) **bodily injury** or **property damage** resulting from interference with an aircraft carrying people regardless of whether the **bodily injury** or **property damage** is sustained by people or property on the aircraft or not;
    - (3) a **motor vehicle** owned or operated by or rented or loaned to any **insured**; or
    - (4) a watercraft:
      - (a) owned by or rented to any **insured** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
      - (b) owned by or rented to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
      - (c) powered by one or more outboard motors with more than 25 total horsepower owned by any **insured**;
      - (d) designated as an airboat, air cushion, or similar type of craft; or
      - (e) owned by any **insured** if it is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.
- This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**. Exclusion f.(3) does not apply while the watercraft is on the **residence premises**;
- g. **bodily injury** or **property damage** arising out of:
    - (1) the entrustment by any **insured** to any person;
    - (2) the supervision by any **insured** of any person;

- (3) any liability statutorily imposed on any **insured**; or
- (4) any liability assumed through an unwritten or written agreement by any **insured**;

with regard to the ownership, maintenance, or use of any aircraft, watercraft, or **motor vehicle** not covered under Section II of this policy;

- h. **bodily injury or property damage** caused directly or indirectly by war, including undeclared war, or any warlike act including destruction, seizure, or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental;
- i. any claim made or suit brought against any **insured** by:
  - (1) any person in the care of any **insured** because of child care services provided by or at the direction of:
    - (a) any **insured**;
    - (b) any employee of any **insured**; or
    - (c) any other person actually or apparently acting on behalf of any **insured**; or
  - (2) any person who makes a claim because of **bodily injury** to any person in the care of any **insured** because of child care services provided by or at the direction of:
    - (a) any **insured**;
    - (b) any employee of any **insured**; or
    - (c) any other person actually or apparently acting on behalf of any **insured**.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** under 19 years of age;

- j. **bodily injury or property damage** arising out of an **insured's** participation in, or preparation or practice for, any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power;

- k. **bodily injury or property damage** arising out of the use, sale, manufacture, distribution, delivery, transfer, or possession, by any **insured**, of any substance that is illegal or is a controlled substance under either federal or state law.

This exclusion does not apply to the legitimate use of legally prescribed drugs, under either federal or state law, by a person following orders of a licensed health care professional;

- l. **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, or asbestos.

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:

- (1) any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any **insured** or others:
    - (a) test for;
    - (b) monitor;
    - (c) clean up;
    - (d) remove;
    - (e) contain;
    - (f) treat;
    - (g) detoxify;
    - (h) neutralize;
    - (i) remediate;
    - (j) dispose of; or
    - (k) in any way respond to or assess the effects of;
- contaminants or pollutants;

- (2) any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of:
- (a) testing for;
  - (b) monitoring;
  - (c) cleaning up;
  - (d) removing;
  - (e) containing;
  - (f) treating;
  - (g) detoxifying;
  - (h) neutralizing;
  - (i) remediating;
  - (j) disposing of; or
  - (k) in any way responding to or assessing the effects of;
- contaminants or pollutants; or
- (3) 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;
- m. **bodily injury** or **property damage** arising out of any actual, alleged, or threatened:
- (1) sexual harassment, sexual molestation, or sexual misconduct;
  - (2) physical or mental abuse; or
  - (3) corporal punishment;
- by the **insured**;
- n. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungus** at or from any source or location.
- We** also do not cover any loss, cost, or expense arising out of any:
- (1) request, demand, order, or statutory or regulatory requirement that any **insured** or others:
    - (a) test for;
    - (b) monitor;
    - (c) clean up;
    - (d) remove;
    - (e) contain;
    - (f) treat;
    - (g) detoxify;
    - (h) neutralize;
    - (i) remediate;
    - (j) dispose of; or
    - (k) in any way respond to or assess the effects of;
- fungus**; or
- (2) claim or suit for damages because of:
- (a) testing for;
  - (b) monitoring;
  - (c) cleaning up;
  - (d) removing;
  - (e) containing;
  - (f) treating;
  - (g) detoxifying;
  - (h) neutralizing;
  - (i) remediating;
  - (j) disposing of; or
  - (k) in any way responding to or assessing the effects of;
- fungus**;
- o. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the **residence premises** in the 12-month period prior to the date of the loss; or
- p. **bodily injury** to a person, caused by an **occurrence** of lead poisoning, starting:
- (1) 31 days or more after either the State of Maine Department of Human Services or a lead inspector licensed by that department has given notice of the existence of an environmental lead hazard to either an **insured** or any person authorized to enter

into a residential rental agreement on behalf of an **insured** and ordered that the lead-based substances at the **insured location** be removed, replaced or securely and permanently covered within 30 days of receipt of the notice; or

- (2) upon expiration of an extension of that order granted either by the Department of Human Services or a lead inspector licensed by that department.

The lead exclusion does not apply to **bodily injury** that starts after the Department of Human Services states that the environmental lead hazard described in the notice no longer exists.

2. Coverage L does not apply to:

a. liability:

- (1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or
- (2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in absence of the contract or agreement;

b. **property damage** to property owned by any **insured** at the time of the **occurrence**;

c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by fire, smoke, explosion, or abrupt and accidental damage from water;

d. **bodily injury** to a person eligible to receive any benefits required to be provided or voluntarily provided by an **insured** under a workers' compensation, non-occupational disability, or occupational disease law;

e. **bodily injury** or **property damage** for which an **insured** under this policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors; or

f. **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.

However, this exclusion does not apply to:

- (1) **bodily injury** arising out of fire, smoke, explosion, electrocution, or carbon monoxide poisoning; or
- (2) **property damage** arising out of fire, smoke, or explosion.

g. **bodily injury** to the Named Insured, spouse or resident children.

3. Coverage M does not apply to **bodily injury**:

a. to a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an **insured**;

b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability, or occupational disease law;

c. to a person other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**; or

d. from nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

e. to any insured within the meaning of part 9.a., 9.b., or 9.c. of the definition of insured.

## SECTION II – CONDITIONS

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury** or **property damage** first occurs, regardless of the number of **insureds**, claims made, or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.  
The Coverage M limit is shown in the **Declarations**. This is **our** limit for all medical expenses for **bodily injury** to one person as the result of one accident.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition does not increase **our** limit of liability for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** must cooperate with **us** in the investigation, settlement, or defense of any claim or suit and also perform the following duties that apply. **You** must cooperate with **us** in seeing that these duties are performed:
  - a. give written notice to **us** or **our** agent as soon as possible, which sets forth:
    - (1) the identity of this policy and the **insured**;
    - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;
  - b. immediately forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
  - c. at **our** request, assist in:
    - (1) making settlement;
    - (2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an **insured**;
    - (3) the conduct of suits and attend hearings and trials; and
    - (4) securing and giving evidence and obtaining the attendance of witnesses to the extent it is within the **insured's** power to do so;
  - d. under **SECTION II – ADDITIONAL COVERAGES, Damage to Property of Others**, exhibit the damaged property if within the **insured's** control; and
  - e. the **insured** must not, except at the **insured's** own cost, voluntarily make payments, assume obligations, or incur expenses. This does not apply to expense for first aid to others at the time of the **bodily injury**.
4. **Coverage M Requirements.** **We** may require the following in regard to any Coverage M claim:
  - a. written proof of claim, under oath if required, as soon as possible from the injured person, or when appropriate, someone acting on behalf of that person;
  - b. the injured person's submission to physical examinations by a physician selected by **us** when and as often as **we** reasonably require; and
  - c. any authorizations from the injured person as **we** may require.
5. **Payment of Claim – Coverage M or Damage to Property of Others.** Payment under either of these is not an admission of liability by an **insured** or **us**.
6. **Suit Against Us.** No action will be brought against **us** unless there has been compliance with the policy provisions.  
No one will have the right to join **us** as a party to an action against an **insured**. Further, no action with respect to Coverage L will be brought against **us** until the obligation of the **insured** has been determined by final judgment on the merits, after an actual trial or by an agreement signed by **us**; but **we** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an **insured** will not relieve **us** of **our** obligation under this policy.
8. **Other Insurance – Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## SECTION I AND SECTION II – CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or **bodily injury** or **property damage** under Section II that occurs during the period this policy is in effect.
2. **Concealment or Fraud.** **We** do not provide coverage to **you** or any other **insured** if **you** or any other **insured** under this policy has intentionally concealed or misrepresented any material fact or circumstance, engage in fraudulent conduct, or made false statements relating to this insurance, whether before or after a loss.
3. **Liberalization Clause.** If **we** adopt any revision that would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.
4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by **us** to be valid. **Our** request for an appraisal or examination does not waive any of **our** rights.
5. **Cancellation.**
  - a. **You** may cancel this policy at any time by giving **us** advance written notice of the date cancellation is to take effect. **We** may waive the requirement that the notice be in writing by confirming the date and time of cancellation to **you** in writing.
  - b. **We** may cancel this policy only for the reasons stated in this condition. **We** will notify **you** in writing of the date cancellation takes effect. This cancellation notice may be delivered to **you**, or mailed to the last mailing address known to **us**. If notice is mailed, a post office certificate of mailing will be conclusive proof of receipt of notice on the fifth calendar day after mailing:
    - (1) When **you** have not paid the premium, **we** may cancel at any time by notifying **you** at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.
    - (2) When this policy has been in effect for less than 90 days at the time notice of cancellation is received, and is not a renewal with **us, we** may cancel for any reason. **We** may cancel by notifying **you** at least 25 days before the date cancellation takes effect.
    - (3) When this policy has been in effect for 90 days or more, or at any time if it is a renewal with **us, we** may cancel for one or more of the following reasons and then only by mailing or delivering written notice to **you** stating when, not less than 30 days thereafter, such cancellation shall be effective:
      - (a) **your** conviction of a crime having as one of its necessary elements an act increasing any hazard insured against;
      - (b) discovery of fraud or material misrepresentation by either of the following:
        - (i) **you** or **your** representative in obtaining this insurance;
        - (ii) **you** in pursuing a claim under this policy;
      - (c) discovery of negligent acts or omissions by **you** substantially increasing any of the hazards insured against;
      - (d) physical changes in the insured property which result in the property becoming uninsurable;
      - (e) the insured property is vacant and custodial care is not maintained on the property;
      - (f) the presence of a trampoline on the premises if the **insured** is notified that the policy will be cancelled if the trampoline is not removed and the trampoline, after notice, remains on the property 30 or more days after the date of notice;
      - (g) the presence of a swimming pool upon the insured property that is not fenced in, in accordance with the standards established in Title 22, section 1631, if the pool remains in non-compliance with those standards for

- 30 days after notice by **us** of the defective condition and intent to cancel the policy;
- (h) a loss occasioned by a dog bite, unless, after notice of cancellation or nonrenewal is received, the **insured** removes the dog; or
  - (i) failure to comply with reasonable loss control recommendations within 90 days after notice from the insurer.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. The return premium will be pro rata.
  - d. The return premium may not be refunded with the notice of cancellation or when this policy is returned to **us**. In such cases, **we** will refund it within a reasonable time after the date cancellation takes effect.
6. **Nonrenewal.** **We** may elect not to renew this policy. If **we** elect not to renew, a written notice will be delivered to **you**, or mailed to the last mailing address known to **us**. The notice will be mailed or delivered such that it will be received by **you** at least 30 days before the expiration date of this policy. If notice is mailed, a post office certificate of mailing will be conclusive proof of receipt of notice on the third calendar day after mailing.
- This condition does not apply:
- a. if **we** have manifested **our** willingness to renew; or
  - b. if **you** fail to pay any premium when due whether such premium is payable directly or indirectly under any premium finance plan or extension of credit or any advance premium required by **us** for renewal.
- If this policy is written for a period of less than one year, **we** agree that **we** will not refuse to renew except as of the expiration of a policy period which coincides with the end of an annual period commencing with its original effective date.
7. **Assignment of Policy.** Assignment of this policy will be invalid and **we** will not recognize any such assignment, unless **we** give **our** written consent.

8. **Subrogation and Reimbursement.**

a. **Subrogation.**

(1) Applicable to SECTION I:

If any **insured** to or for whom **we** make payment under this policy has rights to recover damages from another, those rights are transferred to **us** to the extent of **our** payment. That **insured** must do everything necessary to secure **our** rights and must do nothing after loss to impair them. However before a loss, an **insured** may waive in writing all rights of recovery against any person.

(2) Applicable to SECTION II:

If any **insured** has rights to recover all or part of any payment **we** have made under this policy, those rights are transferred to **us**. An **insured** must do nothing after loss to impair them. At **our** request, an **insured** will bring suit or transfer those rights to **us** and help **us** enforce them.

Subrogation does not apply under Section II to **Medical Payments to Others** or **Damage to Property of Others**.

b. **Reimbursement.**

If **we** make payment under this policy and any **insured** to or for whom **we** make payment recovers or has recovered from another person or organization, then the **insured** to or for whom **we** make payment must:

- (1) hold in trust for **us** the proceeds of any recovery; and
- (2) reimburse **us** to the extent of **our** payment.

9. **Death.** If **you** die:

- a. **we** insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;
- b. **insured** includes:
  - (1) any member of **your** household who is an **insured** at the time of **your** death, but only while a resident of the **residence premises**; and

- (2) with respect to **your** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.
11. **Premium.**
- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.
  - b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium applicable at the time of renewal.
  - c. The premium for this policy may vary based upon:
    - (1) the purchase of other products or services from the **State Farm Companies**; or
    - (2) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which **you** are a member, employee, subscriber, licensee, or franchisee.
  - d. **Your** purchase of this policy may allow **you** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules.
12. **Right to Inspect.**
- a. **We** have the right but are not obligated to perform the following:
    - (1) make inspections and surveys of the **insured location** at any time;
    - (2) provide **you** with reports on conditions **we** find; or
    - (3) recommend changes.
- Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.
- b. **We** do not:
- (1) make safety inspections;
  - (2) undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
  - (3) warrant that conditions are safe or healthful; or
  - (4) warrant that conditions comply with laws, regulations, codes, or standards.
- This condition applies to **us** and to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations on **our** behalf.
13. **Joint and Individual Interests.** When there are two or more Named Insureds, each acts for all to cancel or change this policy.
14. **Change of Policy Address.** **We** may change the Named Insured's policy address as shown in the **Declarations** and in **our** records to the most recent address provided to **us** by:
- a. **you**; or
  - b. the United States Postal Service.
15. **Electronic Delivery.** With **your** consent, **we** may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means.
16. **Our Rights Regarding Claim Information.**
- a. **We** will collect, receive, obtain, use, and retain all the items described in item b.(1) below and use and retain the information described in item b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of **our** business functions.
  - b. Subject to 16.a. above, **we** will not be restricted in or prohibited from:



- (1) collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
  - (2) using any of the items described in item b.(1) above; or
  - (3) retaining:
    - (a) any of the items in item b.(1) above; or
    - (b) any other information **we** have in **our** possession as a result of **our** processing, handling, or otherwise resolving claims submitted under this policy.
- c. **We** may disclose any of the items in b.(1) above and any of the information described in item b.(3)(b) above:
- (1) to enable performance of **our** business functions;
  - (2) to meet **our** reporting obligations to insurance regulators;
  - (3) to meet **our** reporting obligations to insurance data consolidators;
  - (4) to meet other obligations required by law; and
  - (5) as otherwise permitted by law.
- d. **Our** rights under 16.a., 16.b., and 16.c. above will not be impaired by any:
- (1) authorization related to any claim submitted under this policy; or
  - (2) act or omission of an **insured** or a legal representative acting on an **insured's** behalf.
17. **Duties Regarding Claim Information.** An **insured** or a legal representative acting on an **insured's** behalf must provide **us** with any requested authorizations related to the claim. **Our** rights as set forth under **Our Rights Regarding Claim Information** of this policy will not be impaired by any:
- a. authorization related to the claim; or
  - b. act or omission of an **insured** or a legal representative acting on an **insured's** behalf.
18. **Insurance Inspection Services Exemption From Liability.** THE FOLLOWING LIMITS OUR LIABILITY:
- We**, the insurance company, **our** agents, employees, or service contractors, are not liable for damages from injury, death, or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with, or incidental to the issuance or renewal of a policy of property or casualty insurance.
- This exemption from liability does not apply:
- a. If the injury, loss, or death occurred during the actual performance of inspection services and was proximately caused by **our** negligence, or by the negligence of **our** agents, employees, or service contractors;
  - b. To any inspection services required to be performed under the provisions of a written contract or defined loss prevention program;
  - c. In any action against **us**, **our** agents, employees, or service contractors for damages proximately caused by **our** acts or omissions which are determined to constitute a crime, actual malice, or gross negligence; or
  - d. If **we** fail to provide this written notice to the **insured** whenever the policy is issued or when new policy forms are issued upon renewal.

## OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the **Declarations** and is subject to all the terms, provisions, exclusions, and conditions of this policy.

**Option BP – Business Property.** The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

**Option BU – Business Pursuits. SECTION II – EXCLUSIONS**, item 1.b. is modified as follows:

1. Section II coverage applies to the **business** pursuits of an **insured** who is a:
  - a. clerical office employee, salesperson, collector, messenger; or
  - b. teacher (except college, university, and professional athletic coaches), school principal, or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:
  - a. for **bodily injury** or **property damage** arising out of a **business** owned or financially controlled by the **insured** or by a partnership of which the **insured** is a partner or member;
  - b. for **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:
    - (1) computer programming, architectural, engineering, or industrial design services;
    - (2) medical, surgical, dental, or other services or treatment conducive to the health of persons or animals; and
    - (3) beauty or barber services or treatment;
  - c. for **bodily injury** to a fellow employee of the **insured** injured in the course of employment; or
  - d. when the **insured** is a member of the faculty or teaching staff of a school or college:

- (1) for **bodily injury** or **property damage** arising out of the maintenance, use, loading, or unloading of:

- (a) draft or saddle animals, including vehicles for use with them; or
- (b) aircraft, **motor vehicles**, recreational **motor vehicles** or watercraft, airboats, air cushions, or personal watercraft which use a water jet pump powered by an internal combustion engine as the primary source of propulsion;

owned, operated, or hired by or for the **insured** or employer of the **insured** or used by the **insured** for the purpose of instruction in the use thereof; or

- (2) under **Coverage M** for **bodily injury** to a student arising out of corporal punishment administered by or at the direction of the **insured**.

**Option FA – Firearms.** Firearms are covered for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. **We** will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
  - a. mechanical breakdown, wear and tear, or gradual deterioration;
  - a. mechanical breakdown, wear and tear, or gradual deterioration;
  - b. all animals, birds, or insects, including:
    - (1) nesting;
    - (2) infestation;
    - (3) gnawing;
    - (4) feeding;
    - (5) breeding; or

- (6) discharge or release of waste products or secretions by animals, birds, or insects.
- However, **we** will pay for losses caused by wild bears or deer;
- c. any process of refinishing, renovating, or repairing;
  - d. dampness of atmosphere or extremes of temperatures;
  - e. inherent defect or faulty manufacture;
  - f. rust, fouling, or explosion of firearms;
  - g. breakage, marring, scratching, tearing, or denting unless caused by fire, thieves, or accidents to conveyances; or
  - h. infidelity of an **insured's** employees or persons to whom the insured property may be entrusted or rented;
2. **Our** limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
  3. **Our** limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
  4. **Our** limits for loss by any covered peril except those in items 2. and 3. above are those shown in the **Declarations** for this option.
- Option IO – Incidental Business.** The coverage provided by this option applies only to that incidental **business** occupancy on file with **us**.
1. **COVERAGE B – PERSONAL PROPERTY** is extended to include equipment, supplies, and furnishings usual and incidental to this **business** occupancy. This Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.
- The Option IO limits are shown in the **Declarations**. The first limit applies to property on the **residence premises**. The second limit applies to property while off the **residence premises**. These limits are in addition to the **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability** on property used or intended for use in a **business**.
2. Under Section II, the **residence premises** is not considered **business** property because an **insured** occupies a part of it as an incidental **business**.
  3. **SECTION II – EXCLUSIONS**, item 1.b. is replaced with the following:
    - b. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured**, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-**business** pursuits or to **business** pursuits of an **insured** that are necessary or incidental to the use of the **residence premises** as an incidental **business**;
  4. This insurance does not apply to:
    - a. **bodily injury** to an employee of an **insured** arising out of the **residence premises** as an incidental **business** other than to a **residence employee** while engaged in the employee's employment by an **insured**;
    - b. **bodily injury** to a student arising out of corporal punishment administered by or at the direction of the **insured**;
    - c. liability arising out of any acts, errors, or omissions of an **insured**, or any other person for whose acts an **insured** is liable, resulting from the preparation or approval of:
      - (1) data;
      - (2) plans;
      - (3) designs;
      - (4) opinions;
      - (5) reports;
      - (6) programs;
      - (7) specifications;
      - (8) supervisory inspections; or
      - (9) engineering services;
 in the conduct of an **insured's** incidental **business** involving data processing, computer consulting, or computer programming; or
    - d. any claim made or suit brought against any **insured** by:

- (1) any person in the care of any **insured** because of child care services provided by or at the direction of:
  - (a) any **insured**;
  - (b) any employee of any **insured**; or
  - (c) any other person actually or apparently acting on behalf of any **insured**; or
- (2) any person who makes a claim because of **bodily injury** to any person in the care of any **insured** because of child care services provided by or at the direction of:
  - (a) any **insured**;
  - (b) any employee of any **insured**; or
  - (c) any other person actually or apparently acting on behalf of any **insured**.

Coverage M does not apply to any person indicated in d.(1) and d.(2) above.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** under 19 years of age.

**Option JF – Jewelry and Furs.** Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware, and platinum are covered for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss. All provisions and exclusions of **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY, Theft** apply to Option JF.

The following additional provisions apply:

1. **We** will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
  - a. mechanical breakdown, wear and tear, gradual deterioration;
  - b. all animals, birds, or insects, including:
    - (1) nesting;
    - (2) infestation;
    - (3) gnawing;
    - (4) feeding;
    - (5) breeding, or
    - (6) discharge or release of waste products or secretions by animals, birds, or insects.

However, **we** will pay for losses caused by wild bears or deer;
  - c. inherent vice; or
  - d. seizure or destruction under quarantine or customs regulations;
2. **Our** limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
3. **Our** limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
4. **Our** limits for loss by any covered peril except those in items 2. and 3. above are those shown in the **Declarations** for this option.

**Option SG – Silverware and Goldware Theft.** The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item i., for theft of silverware and goldware is increased to be the amount shown in the **Declarations** for this option.

## STANDARD FIRE CONTRACT

This form contains the provisions of the Standard Fire Policy. Whenever the conditions of this form provide liberalization of conditions found in Section I coverage, the terms and conditions of the Standard Fire Policy shall apply.

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Above Specified (or specified in endorsement(s) made a part hereof), this Company, for the term shown above from inception date shown above at 12:01 a.m. (Standard Time) to expiration date shown above at 12:01 a.m. (Standard Time) at location of property involved, to an amount not exceeding the limit of liability above specified, does insure the Insured named in the Declarations above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the Insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

### **Concealment, fraud.**

This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

### **Uninsurable and excepted property.**

This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

### **Perils not included.**

This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to

save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

### **Other Insurance.**

Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

**Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring** (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

### **Other perils or subjects.**

Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

### **Added provisions.**

The extent of the application of insurance under this policy and of the contribution to be made by this Company in

case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

#### **Waiver provisions.**

No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

#### **Cancellation of policy.**

This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a ten days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

#### **Mortgagee interests and obligations.**

If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation. If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

#### **Pro rata liability.**

This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to

the whole insurance covering the property against the peril involved, whether collectible or not.

#### **Requirements in case a loss occurs.**

The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; **and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss**, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

#### **Appraisal.**

In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the

appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

**Company's options.**

It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention to do so within thirty days after the receipt of the proof of loss herein required.

**Abandonment.**

There can be no abandonment to this Company of any property.

**When loss payable.**

The amount of a loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

**Suit.**

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss.

**Subrogation.**

This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.