

**DWELLING PROPERTY – SPECIAL FORM  
AGREEMENT**

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

**DEFINITIONS**

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

**COVERAGES**

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

**COVERAGE A - Dwelling**

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling.
2. materials and supplies located on or next to the Described Location used to Construct, alter or repair the dwelling or other structure on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

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

**COVERAGE B - Other Structures**

We cover other structures on the Described Location, set apart from the dwelling by clear space.

This includes structures connected to the dwelling by only a fence, utility line or similar connection.

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

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

**COVERAGE C - Personal Property**

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by a guest or servant while the property is on the described Location.

**Property Not Covered.** We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money notes, other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
  - a. their equipment and accessories; or
  - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power for the electrical system of motor vehicles or all other motorized land conveyances, including:
    - (1) accessories or antennas; or
    - (2) tapes, wires, records, discs or other media for use with any such device or instrument;while in or upon the vehicle or conveyance.

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

- a. used to service the Described Location; or
  - b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
  - a. books or account, drawings or other paper records; or
  - b. electronic data processing tapes, wires, records, discs or other software media.However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market.
7. credit cards or fund transfer cards.

## OTHER COVERAGES

1. **Debris Removal.** We will pay your reasonable expenses for the removal of:
  - a. debris of covered property if a Peril Insured Against causes the loss; or
  - b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.Debris removal expense is included in the limit of liability applying to the damaged property.
3. **Improvements, Alterations and Additions.** If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Use of this coverage does not reduce the Coverage C limit of liability for the same loss.
4. **World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Use of this coverage does not reduce the Coverage C limit of liability for the same loss.
5. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

  - a. does not increase the limit of liability that applies to the covered property;
  - b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.
6. **Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.
7. **Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against: Fire, or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or Vandalism or Malicious Mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500. for any one tree, shrub or plant. We do not cover property grown for commercial purposes.  
This coverage is not additional insurance.
8. **Fire Department Service Charge.** We will pay up to \$500. for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover the department service charges if the property is located within limits of the city, municipality or protection district furnishing the fire department response.

This coverage is not additional insurance. No deductible applies to this coverage.
9. **Collapse.** We insure for risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:
  - a. Perils Insured Against in Coverage C - Personal Property. These perils apply to covered building and personal property for loss insured by this Other Coverage:
  - b. hidden decay;
  - c. hidden insect or vermin damage;
  - d. weight of contents, equipment, animals or people;
  - e. weight of rain which collects on the roof;
  - f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b,c,d,e and f unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.  
This coverage does not increase the limit of liability applying to the damaged covered property.

11. **Glass or Safety Glazing Material.** We cover:
- a. the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
  - b. Damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

This coverage does not increase the limit of liability that applies to the damaged property.

#### **PERILS INSURED AGAINST**

#### **COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES**

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property; however we do not insure loss:

1. involving collapse, other than as provided in Other Coverage 10;
2. caused by:
  - a. freezing of plumbing, heating, air conditioning or automatic fire protection sprinkler systems or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
    - (1) maintain heat in the building; or
    - (2) shut off the water supply and drain the system and appliances of water;
  - b. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - (1) fence, pavement, patio or swimming pool;
    - (2) foundation, retaining wall, bulkhead; or
    - (3) pier, wharf or dock;
  - c. theft of property not part of a covered building or structure;
  - d. theft in or to a dwelling or structure under construction;
  - e. wind, hail, ice, snow or sleet to:
    - (1) outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
    - (2) trees, shrubs, plants or lawns;
  - f. vandalism or malicious mischief, theft or attempted theft if the dwelling has been vacant or unoccupied for more the 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
  - g. constant or repeated seepage or leakage of water or steam over a period or weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
  - h.
    - (1) wear and tear, marring, deterioration;
    - (2) inherent vice, latent defect, mechanical breakdown;
    - (3) smog, rust or other corrosion, mold, wet or dry rot;
    - (4) smoke from agricultural smudging or industrial operations;
    - (5) discharge, dispersal, seepage, migration release or escape of pollutants; Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, included smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
    - (6) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or
    - (7) birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing our and replacing any part of a building necessary to the repair of the system or appliance. We do not cover loss to the system or appliance from which this water escaped.
3. excluded under General Exclusions.  
Under items 1 and 2, any ensuing loss to property described in Coverage A and B not excluded or excepted in this policy is covered.

## COVERAGE C - PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in the General Exclusions.

1. Fire or lightning.
2. Windstorm or hail.  
This peril does not include loss to:
  - a. Property contained in a building caused by rain, snow, sleet, sand or dust unless the direct loss of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening;
  - b. canoes and rowboats; or
  - c. trees, shrubs or plants.
3. Explosion.
4. Riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke, meaning sudden 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.  
This peril does not include loss by pilferage, theft, burglary or larceny.
9. Damage by Burglars, meaning damage to covered property caused by Burglars.  
This peril does not include:
  - a. theft or property; or
  - b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.
10. Falling Objects.  
This peril does not include loss to property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object.  
Damage to the falling object itself is not covered.
11. Weight of ice, snow or sleet which causes damage to property contained in the building.
12. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.  
This peril does not include loss:
  - a. to the system or appliance from which the water or steam escaped;
  - b. caused by or resulting from freezing except as provided in the peril of freezing below; or
  - c. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.
13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, and air conditioning or automatic fire protective sprinkler system or an appliance for heating water.  
This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.
14. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.  
This peril does not include loss on the Described Location while the dwelling is unoccupied or being constructed, unless you have used reasonable care to:
  - a. maintain heat in the building; or
  - b. shut off the water supply and drain the system and appliances of water.
15. Sudden and accidental damage from artificially generated electrical current.  
This peril does not include loss to a tube, transistor or similar electronic component.
16. Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.

## GENERAL EXCLUSIONS

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

2. Earth Movement, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslides; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
  1. fire;
  2. explosion; or
  3. breakage of glass or safety glazing material which is part of a building, storm door or storm window;
 ensues and then we will pay only for the ensuing loss.
- c. Water Damage, meaning:
  - (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind.
  - (2) water which backs up through sewers or drains or which overflows from a sump; or
  - (3) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.
 Direct loss by fire or explosion resulting from water damage is covered.
- d. Power Failure, meaning the failure of power of other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
- e. Neglect, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- f. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- g. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
- h. Intentional Loss, meaning loss arising out of an act committed:
  - (1) by or at the direction of you or any person or organization named as an additional insured; and
  - (2) with the intent to cause a loss.
2. We do not insure for loss to property described in Coverage A and B caused by any of the following. However, any ensuing loss to property described in Coverage A and B not excluded or excepted in this policy is covered.
  - a. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded paragraph 1. above to produce the loss;
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
  - c. Faulty, inadequate or defective:
    - (1) planning, zoning, development, surveying, siting;
    - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) materials used in repair, construction, renovation or remodeling; or
    - (4) maintenance;
 of part or all of any property whether on or off the Describe Location.

### CONDITIONS

1. Policy Period. This policy applies only to loss which occurs during the policy period.
2. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
  - a. for an amount greater than the interest of a person insured under this policy; or
  - b. for more than the applicable limit of liability.
3. Concealment or Fraud. The entire policy will be void if, whether before or after a loss, you have:
  - a. intentionally concealed or misrepresented any material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements;
 relating to this insurance.
4. **Your Duties After loss.** In case of a loss to covered property, you must see that the following are done:
  - a. give prompt notice to us or our agent;

- b.
    - (1) protect the property from further damage;
    - (2) make reasonable and necessary repairs to protect the property; and
    - (3) keep an accurate record of repair expenses;
  - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
  - d. as often as we reasonably require:
    - (1) show the damaged property;
    - (2) provide us with records and documents we request and permit us to make copies; and
    - (3) submit to examination under oath, while not in the presence of any other named insured and sign the same;
  - e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
    - (1) the time and cause of loss;
    - (2) your interest and that of all others in the property involved and all liens on the property;
    - (3) other insurance which may cover the loss;
    - (4) changes in title or occupancy of the property during the term of the policy;
    - (5) specifications of damaged buildings and detailed repair estimates;
    - (6) the inventory of damaged personal property described in 4c;
    - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
5. **Loss Settlement.** Covered property losses are settled as follows:
- a.
    - (1) Personal Property;
    - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to building; and
    - (3) Structures that are not buildings.
 at actual cash value at the time of loss but not more than the amount required to repair or replace.
  - b. Buildings under Coverage A or B at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.
6. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect 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 actual cash value of the property before and after the loss.
7. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In that event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Each party will:
- a. pay its own appraiser; and
  - b. bear the other expenses of the appraisal and umpire equally.
9. **Other Insurance.** If property covered by this policy is also covered by other fire insurance we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.
10. **Subrogation.** You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require and assignment of right of recovery for a loss to the extent that payment is made by us. If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.
11. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
12. **Our Option.** If we give you written notice within 30 days after we receive you signed, sworn proof or loss, we may repair or replace any part of the damaged property with like property.
13. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- a. reach an agreement with you;

- b. there is an entry of a final judgement; or
- c. there is a filing of an appraisal award with us.

14. **Abandonment or Property.** We need not accept any property abandoned by you.

15. **Mortgage Clause.**

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date of cancellation or nonrenewal takes effect.

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

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

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

16. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision for this policy.

17. **Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at you mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy have been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
  - a. if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
  - b. If the risk has changed substantially since the policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

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

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

19. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.  
This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.
20. **Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
21. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
22. **Death.** If you die, we insure:
  - a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
  - b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
23. **Nuclear Hazard Clause.**
  - a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused or any consequence of any of these.
  - b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
  - c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
24. **Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
25. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.