AssuranceAmerica

YOUR RENTERS PROTECTION POLICY

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PLEASE READ THIS POLICY CAREFULLY.

This is a legal contract between You and Us. It contains certain limitations and exclusions.

INSURANCE AGREEMENT

In reliance on the information you have provided to us, we agree to provide the insurance coverages indicated on the Policy Declarations pursuant to the policy terms and conditions. In return, you must pay the premium when due, comply with the policy terms and conditions, and immediately inform us of any change of use or occupancy of the “residence premises”.

If your initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to us by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at our option, be deemed void from its inception. This means we will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by us to present the remittance for payment more than once shall not affect our right to void this policy.

NOTICE

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

However, if the property described under Section I – Property Coverages, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

DEDUCTIBLE

Unless otherwise noted in this policy, all losses covered under Section I are subject to the applicable deductible amount shown in the Declarations.

SECTION I – PROPERTY COVERAGES

COVERAGE C – PERSONAL PROPERTY

Covered Property

We cover personal property owned by an "insured".

Limit For Property at Storage Facilities or Other Residences

We cover personal property that is located in a “storage facility” or that is usually located at an "insured's" residence that is not the "residence premises" listed in this policy for up to 10% of the limit of liability for Coverage C, or $1,000, whichever is greater. This limitation does not apply to personal property:

1. Moved from the "residence premises" because the “residence premises” is being repaired, renovated or rebuilt and is unfit to live in or store property in; or

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

Special Limits of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. Additional coverage may apply if purchased and provided elsewhere in this policy. These special limits do not increase the Coverage C limit of liability.

1. We will pay no more than $250 for each of the following categories of property:

- **a.** Money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- **b.** Property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories **2.e.** and **2.f.** below.

2. We will pay no more than $1,000 for each of the following categories of property:

a. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.

b. Watercraft of all types, including their furnishings, equipment and outboard engines or motors.

c. Trailers or semitrailers of all types.

d. Loss by theft of jewelry, watches, furs, precious and semiprecious stones.

e. Electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category **e.**

f. Electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category **f.**

g. Art glass windows and other works of art such as, but not limited to paintings, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass, and bric-a-brac.

h. Trading cards, comic books, figurines, stamps, advertising materials, stuffed animals, dolls, and sports and entertainment memorabilia, whether or not they are part of a collection.

3. We will pay no more than $1,500 for the following category of property:
a. Loss by theft of tools.

4. We will pay no more than $2,500 for each of the following categories of property:

a. Loss by theft of firearms, related equipment, and ammunition.

b. Loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

c. Property used primarily for “business” purposes that is located on the “residence premises” at the time of loss.

d. Loss by theft of personal computers, including but not limited to tablet, laptop and desktop computers, accessories, and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.

e. Loss by theft of electronic equipment and related data, including but not limited to:

(1) Televisions, audio, video and other electronic media playing and/or recording devices.
(2) Audio and video media storage devices such as DVDs, records, CDs, and tapes.
(3) Cameras, projectors and related equipment.
(4) Gaming systems including their games and accessories.

Additionally, we will pay no more than 10% of the total Coverage C amount for loss of or to any one item of unscheduled personal property.

Property Not Covered

We do not cover:

1. Personal property separately described and specifically insured in this or any other insurance policy;

2. Any animals, including but not limited to mammals, reptiles, birds or fish;

3. "Motor vehicles" and all other motorized land conveyances. This includes, while such property is in or upon the “motor vehicle”, the following:

a. Accessories, equipment and parts; or

b. Any device or instrument for the transmitting, recording, receiving or reproduction of sound or picture which is operated by power from the electrical system of motor vehicle or all other land conveyances. This includes accessories or antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

We do cover vehicles or conveyances not required to be registered which are:

a. Used solely to service an "insured's" residence; or

b. Designed for assisting the handicapped;

4. Aircraft and Aircraft Parts. Aircraft means any contrivance used or designed for flight. Aircraft does not include model or hobby aircraft not used or designed to carry people or cargo;

5. Property of roomers, boarders, tenants and anyone who regularly resides at the insured premises who is not an "insured";

6. Property away from the “residence premises” in a location regularly rented or held for rental to others by an "insured";

7. Property away from the “residence premises” and rented or held for rental to others;

8. "Business" data, including such data stored in:

a. Books of account, drawings or other paper records; or
b. Electronic data processing or storage tapes, devices, records, discs, wires, software media, computers or related equipment.

However, we do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market. The most we will pay is the limit of liability for “business” property;

9. Credit cards, fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in Credit Card, Fund Transfer Card, Forgery And Counterfeit Money under Additional Coverages;

10. Loss due to water or steam;

11. Virtual currency, cryptocurrency or any currency which does not have legal tender status recognized by the United States Treasury Department; or

12. Intangible property of any kind.

COVERAGE D – LOSS OF USE

The Coverage D limit of liability shown in the Declarations is the total limit of liability for all coverages within Coverage D. This limit applies on an aggregate basis for Additional Living Expense and Civil Authority Prohibits Use. The total limit of liability for all coverages within Coverage D shall be 40% of the Coverage C limit shown in the Declarations.

Additional Living Expense

If a loss by a Peril Insured Against causes the "residence premises" to become “uninhabitable”, we will cover any necessary increase in living expenses you incur to maintain your normal household standard of living.

Payment will be for the shortest time required to repair or replace the premises or permanently settle your household elsewhere.

Civil Authority Prohibits Use

If a civil authority prohibits your use of the "residence premises" because of direct damage to a neighboring premise by a Peril Insured Against, we will cover, pursuant to the above provisions, any Additional Living Expense loss that you incur. Coverage is for a period of no more than two weeks while use is prohibited.

Loss Not Covered

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

The periods of time under Additional Living Expense and Civil Authority Prohibits Use above are not limited by expiration of this policy.

ADDITIONAL COVERAGES

Credit Card, Fund Transfer Card, Forgery and Counterfeit Money

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 issued to or registered in an "insured's" name;

2. Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an “insured’s” name;

3. Loss to an "insured" as a result of forgery or alteration of a check or negotiable instrument; and

4. Loss to an "insured" as a result of good faith acceptance of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts, which are committed by any one person or group of persons, or which involved or implicated any one person or group of persons, is considered to be one loss.

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

We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

If a suit is brought against an "insured" for liability under **1.** or **2.** above, we will provide a defense at our expense by counsel of our choice.

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 **3.** above.

We do not cover:

1. Use of a credit card or fund transfer card:

- **a.** By a resident of your household;
- **b.** By a person who has been entrusted with either type of card; or
- **c.** If an "insured" has not complied with all terms and conditions under which the cards are issued; or

2. Loss arising out of "business" use or dishonesty of an "insured".

SECTION I – PERILS INSURED AGAINST

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

Fire or Lightning

Windstorm or Hail. This peril does not include loss to property contained in a building if the loss is caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening. This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines only while located inside a fully enclosed building.

Explosion

Riot or Civil Commotion

Aircraft. This peril includes spacecraft and self-propelled missiles.

Smoke. This peril means sudden and accidental damage from smoke. This peril does not include loss caused by smoke from industrial operations or agricultural smudging.

Vandalism or Malicious Mischief. If the dwelling has been “vacant” or “unoccupied” for more than 90 consecutive days immediately before the loss, this peril does not include loss to property on the "residence premises" or any ensuing loss caused by any intentional or wrongful act committed in the course of the vandalism or malicious mischief. A dwelling being constructed is not considered “vacant” or “unoccupied”.

The “insured” must immediately notify the police of the loss.

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

We do not cover theft or attempted theft:

1. Committed by an "insured";

2. From that part of the "residence premises" rented by you to someone other than another "insured";

3. Of trailers, campers, or watercraft while located away from the “residence premises”;

4. In or to the “residence premises” while under construction, or of materials and supplies for use in the construction of the “residence premises” until it is finished and occupied;

5. Of property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has occupied the residence during the 60 days immediately before the loss;

6. With no evidence of forced entry into the “residence premises”; or

7. If the police are not immediately notified of the loss.

Falling Objects. This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included. This peril does not include loss caused by objects, which fall as a result of any loss excluded under Section I – Exclusions.

Weight of Ice, Snow or Sleet. This peril means weight of ice, snow or sleet, which causes damage to property contained in the “residence premises”.

Accidental Discharge or Overflow of Water or Steam. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

1. To the system or appliance from which the water or steam escaped;

2. Caused by or resulting from freezing except as provided in Peril Insured Against Freezing;

3. On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or

4. Caused by constant or repeated seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor, over a period of 14 or more days from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day the seepage or leakage of water or steam or the presence of condensation or humidity, moisture or vapor began.

In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, downspout, gutter or similar fixtures or equipment.

The portions of Paragraphs **1.** and **4.** of the Section I – Exclusion for Water Damage that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging. This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning system, or an automatic fire protective sprinkler system. This peril does not include loss caused by or resulting from freezing except as provided in Freezing below.

Freezing. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

1. Maintain heat in the building; or

2. Shut off the water supply and drain all systems and appliances of water.

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

With respect to this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, downspout, gutter or similar fixtures or equipment.

Sudden and Accidental Damage From Artificially Generated Electrical Current. This peril does not include loss to electronic components, circuitry, tubes, or transistors that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

Breakage of Glass or Safety Glazing Material. This peril includes direct physical loss to covered personal property caused solely by the breakage of glass or safety glazing material, which is part of a building on the “residence premises.”

This peril does not include loss on the "residence premises" if the dwelling has been “vacant” or “unoccupied” for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement. A dwelling being constructed is not considered “vacant” or “unoccupied”.

Volcanic Eruption. This peril does not include loss caused by earthquake, tremors or land shock waves. One or more volcanic eruptions that occur within a 72-hour period will be considered one volcanic eruption.

Collapse. Collapse means an abrupt falling down or falling into pieces of a building or part of a building that:

1. Results in the "residence premises" being unable to be occupied for its current intended purpose; and

2. Is caused by one or more of the following:

a. A Peril Insured Against;
b. Hidden decay of a structural member of the building, unless the presence of such decay is known to an "insured" prior to collapse;
c. Hidden insect or vermin damage to a structural member of the building, unless the presence of such damage is known to an "insured" prior to collapse;
d. Weight of contents, equipment, animals or people;
e. Weight of snow, ice, rain or sleet which collects on a roof; or
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.

A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse. A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building, unless the building can no longer be occupied for its intended purpose.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **a.** through **f.** above, unless the loss is a direct result of the collapse of a building or any part of a building.

SECTION I – EXCLUSIONS

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

Ordinance or Law. Ordinance or Law means enforcement of any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation or repair of a building or other structure.

Earth Movement. Earth Movement means any sinking, rising, shifting, expansion or contraction of earth, whether the cause is natural or not. Earth Movement includes but is not limited to earthquake, land shock waves, tremors, landslide, mudslide, mudflow, subsidence, sinkhole, erosion, and volcanic explosion or lava flow, except as provided in the Peril Insured Against for Volcanic Eruption.

This Exclusion does not apply to loss by theft or an ensuing direct loss by fire or explosion.

Water Damage. Water Damage means:

1. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

2. Water or any other substance that backs up through sewers or drains;

3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or

4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes but is not limited to water or any other substance which exerts pressure on or flows, seeps or leaks through any part of the "residence premises."

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

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

Power Interruption. Power Interruption means the failure of power or other utility service that occurs off the "residence premises". However, if the failure results in accidental direct physical loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

Neglect. Neglect means neglect of any "insured" to use all reasonable means to protect and preserve property at and after the time of a loss. Neglect by any “insured” excludes coverage for all “insureds”.

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

1. Declared war, undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, discharge of a nuclear weapon even if accidental; or
2. Destruction, seizure or use for a military purpose.

Nuclear Hazard. 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. Loss caused by a nuclear hazard will not be considered loss caused by fire, explosion, or smoke. However, direct loss by fire resulting from a nuclear hazard is covered.

Intentional Loss. Intentional Loss means loss resulting from any act performed by, at the direction of, or in conspiracy with any “insured”, with the intent to cause a loss or which may reasonably have been expected to result in a loss. Coverage is excluded for all insureds, regardless of whether all “insureds” committed or conspired to commit the act, which caused the intentional loss.

However, this exclusion does not apply to deny coverage to an innocent “insured” to the extent of that “insured’s” legal interest (but not exceeding the applicable limit of liability) in covered property that has sustained loss if the loss:

1. Arises from the peril of fire and such innocent “insured” did not cooperate in or contribute to the creation of the loss; or
2. Arises out of abuse of the innocent “insured” by an “insured” who is a current or former family member or household member and is otherwise covered under Section I of the policy. We may apply reasonable standards of proof to claims for such damage.

In **2**. Above, abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another person, including a minor child.

Governmental Taking or Destruction. Governmental Action means the taking or destruction of property described in Coverage C by order of any governmental or public authority. However, coverage applies for Governmental Action taken to prevent the spread of fire at the time of a covered fire loss.

Illegal or Criminal Acts. Illegal or Criminal Acts means any illegal or criminal act performed by, at the direction of, or in conspiracy with any “insured”, that results in loss to covered property. This exclusion applies regardless of whether the “insured” is charged with a crime.

Diminished Value. We do not cover any loss due to diminished value of any property covered under this policy.

Existing Damage. We do not cover:

1. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
2. Claims of damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

“Fungi”, Wet or Dry Rot, or Bacteria. We do not cover any loss due to “fungi”, wet or dry rot, or bacteria. This includes the presence, growth, proliferation, spread or any activity of “fungi”, wet or dry rot, or bacteria.

This exclusion does not apply:

1. When “fungi”, wet or dry rot, or bacteria results from fire or lightning; or
2. To the extent coverage is provided for in the “Fungi”, Wet or Dry Rot, or Bacteria Additional Coverage under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.
3. With respect to "fungi", wet or dry rot, or bacteria that is located on the portion of the covered property that must be repaired or replaced because of direct physical damage caused by a Peril Insured Against.
   However, the exclusion shall continue to apply to:
   a. The cost to treat, contain, remove or dispose of "Fungi", Wet Or Dry Rot, Or Bacteria beyond that which is required to repair or replace the covered property physically damaged by a Peril Insured Against;
   b. The cost of any testing of air or property to confirm the absence, presence or level of "Fungi", Wet Or Dry Rot Or Bacteria whether performed prior to, during or after removal, repair, restoration or replacement; and
   c. Any increase in loss under Coverage D – Loss of Use and Additional Coverage, Debris Removal resulting from 3.a. and 3.b.

Direct loss by a Peril Insured Against resulting from “fungi”, wet or dry rot, or bacteria is covered.

SECTION I – CONDITIONS

What Must Be Done After a Loss

In the event of a loss to which coverage may apply, the following duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

1. Give us immediate notice. When the loss is caused by the peril of windstorm or hail, that notice must occur no later than one year after the date of loss;

2. Immediately notify the police of loss by theft or vandalism or malicious mischief and:
a. File a police report describing all items stolen;
b. Submit the filed report to us; and
c. Cooperate with the police in their investigation;

3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in the Additional Coverage for Credit Card, Fund Transfer Card, Forgery And Counterfeit Money;

4. Protect the personal property from further damage. If repairs to the property are required, you must:
a. Make reasonable and necessary repairs to protect the property; and
b. Keep an accurate record of repair expenses;

5. Cooperate with us in the investigation and processing of a claim;

6. Prepare a written inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss for each item. Attach all bills, receipts and related documents that verify or support the information stated in the inventory;

7. As often as we reasonably require:
a. Show the damaged property;
b. Provide us with records and documents we request and permit us to make copies; and
c. You, any "insured" and anyone you hire in connection with your claim must:
(1) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
(2) Sign the same.
Representations made by any of the preceding persons who appear in examinations under oath or recorded statements will be deemed to be your representations.

8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
a. The time and cause of loss;
b. The interests of all "insureds" and others in the property involved, and any encumbrances on the property;
c. Other insurance which may cover the loss;
d. Changes in title or occupancy of the property during the term of this policy;
e. The inventory of damaged personal property described in **6.** above;
f. Receipts for additional living expenses incurred; and
g. Evidence or affidavit that supports a claim under the Additional Coverage for Credit Card, Fund Transfer Card, Forgery And Counterfeit Money, stating the amount and cause of loss.

We have no duty to provide coverage under this policy if there is a failure to comply with the above duties and that failure is prejudicial to us.

How a Loss Will Be Settled

We will pay the full cost of repair or replacement for covered property losses, subject to all policy provisions.

1. Ineligible Property for Replacement Cost Settlement

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

a. Jewelry.
b. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.
c. Memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value.
d. Articles not maintained in good or workable condition.
e. Articles that are outdated or obsolete and are stored or not being used.

2. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all covered property not listed in **1.** Ineligible Property for Replacement Cost Settlement.

a. We will pay no more than the least of the following amounts:
(1) Replacement cost at the time of loss without deduction for depreciation;
(2) The full cost of repair at the time of loss;
(3) The limit of liability that applies to Coverage C, if applicable;
(4) Any applicable special limits of liability stated in this policy; or
(5) For loss to any separately described and specifically insured item, the limit of liability that applies to the item.

b. If the cost to repair or replace the property is more than $500, we will pay no more than the "actual cash value" for the loss until the actual repair or replacement is complete.

You may elect to make a claim for loss on an "actual cash value" basis and subsequently make claim for any additional replacement cost. However, any claim for replacement cost must be made within 180 days after the date of loss.

We will not pay for any compensation for actual or perceived reduction in the market value of any property.

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. We will pay within 60 days after:

1. We reach an agreement with you;
2. A final judgment is entered, provided that judgment is not appealed; or
3. An appraisal award is filed, provided that appraisal award is not contested.

Our Options

We have the option to repair or replace any part of the damaged property with material or property of like kind and quality. We may also take all or part of the damaged property at the agreed or appraised value.

Insurable Interest

In the event of a covered loss, we will not be liable to an "insured" for more than the amount of such "insured's" interest in the covered property at the time of loss.

Loss to a Pair or Set

In the event of a covered loss to a pair or set, we may elect to:

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

Appraisal

If you and we fail to agree on the amount of loss, an appraisal of the loss may take place. However, both parties must agree, in writing, to appraisal and to be bound by the results of that appraisal. Once both parties agree the appraisal process cannot be withdrawn.

In this event, each party will choose a competent and impartial appraiser within 20 days after both parties agree. The two appraisers will choose an umpire.

If the two appraisers cannot agree upon an umpire within 15 days of both parties naming their appraiser, then either party may seek selection of an umpire by filing a petition in a court of record in the county and jurisdiction where the "residence premises" is located, provided the requesting party provides the non-requesting party with notice at least 15 days prior to any hearing via certified mail.

An umpire must be competent, disinterested, and impartial.

All written demands for appraisal and notice of hearings to us must be sent to the address for the insurer listed on the Declarations Page.

The appraisers will separately appraise the amount of the loss. If the appraisers submit a signed written report of an agreement to us that itemizes all items or elements of loss and delineates the amount for each applicable coverage in the policy, in both "actual cash value" and replacement cost value, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire and the umpire will generate a proposed written report as set forth above. A written report, as set forth above, agreed to and signed by any two will set the amount of loss as the appraisal award and is binding on both parties.

Each party will:
1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal award, we will still retain our right to apply any applicable policy terms, limits, deductibles, and conditions. Suit cannot be filed against us during the appraisal process. If suit was filed against us prior to the demand of appraisal, suit will be held in abatement until the execution of an appraisal award.

Other Insurance and Service Agreement

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or

2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

Legal Action Against Us

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

Abandonment of Property

We have no liability for and no duty to accept any property abandoned by an "insured".

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. This provision applies regardless of any other provision of this policy.

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. You may choose to take possession of the recovered property or it will become our property. If you choose to take possession of the recovered property, the loss payment will be adjusted based on the amount you received for the recovered property.

Policy Period

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

Concealment or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, any "insured" has:

1. Concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;
relating to this insurance.

Venue

This policy and any performance there under shall be construed with and governed by the laws of the State of Nebraska.

Assignment of Claim Benefits

No assignment of claim benefits, regardless of whether made before loss or after loss, shall be valid without the written consent of all “insureds” and all additional insureds named in this policy.

Nebraska Valuation Clause

When this policy is written to insure any real property in this state against loss by fire. Tornado, windstorm, lightning or explosion, and the property insured shall be wholly destroyed, without criminal fault on the part of the “insured” or assignee, the amount of insurance written on such real property shall be taken conclusively to be the true value of the property insured and the true amount of loss and measure of damage.

SECTION II – LIABILITY COVERAGES

COVERAGE E – PERSONAL LIABILITY

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

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and
2. Provide a legal defense at our expense by counsel of our choice.

We may, at our discretion, investigate or settle any claim or lawsuit against an “insured”. Our duty to pay or defend ends when the amount we pay for damages resulting from an “occurrence” equals our limit of liability.

SECTION II – EXCLUSIONS

Coverage E does not apply to any of the following:

Loss Assessment. Liability for any loss assessment charged against you as a member of an association or community of property owners.

Contractual Liability. Liability assumed by an “insured” under any contract or agreement.

Property Owned. "Property damage" to property owned by an "insured" or any other resident of the “insured location”.

Property Rented, Occupied, Used or In Care Of. "Property damage" to property rented to, occupied by, used by or in the care of an "insured". This exclusion does not apply to "property damage" resulting from fire, smoke or explosion.

Liability Insured by a Nuclear Energy Liability Policy. "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 under such a policy but for the exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters, the Nuclear Insurance Association of Canada, or any of their successors.

Bodily Injury to Any Insured. "Bodily injury" to any "insured" as defined in the Definitions**.** This exclusion also applies to any claim or lawsuit brought against any "insured" to repay or share damages with another person who may be obligated to pay damages because of "bodily injury" to an "insured".

Punitive Damages. This policy does not provide any coverage for punitive or exemplary damages, fines or penalties in any amount regardless of how they are imposed. This exclusion includes, but is not limited to, those imposed by civil fine or penalty assessed or imposed under any code, statute, regulation or court order. This policy also does not provide any coverage for the cost of defense, including but not limited to attorney fees or costs, related to any such damages, fines or penalties.

"Motor Vehicle”, “Aircraft”, and “Watercraft” Liability. We do not cover liability for "bodily injury" or "property damage" arising out of the:

1. Ownership, maintenance, occupancy, operation, use, loading or unloading of a “motor vehicle”, “aircraft”, or “watercraft”;
2. Entrustment of a “motor vehicle”, “aircraft”, or “watercraft” by an "insured" to any person;
3. Failure to supervise or negligent supervision of any person involving a “motor vehicle”, “aircraft”, or “watercraft” by an "insured"; or
4. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving a “motor vehicle”, “aircraft”, or “watercraft”.

This exclusion does not apply to “watercraft” liability if, at the time of the "occurrence", the watercraft:

1. Is being stored;
2. Is a sailing vessel that is less than 26 feet in overall length;
3. Has inboard or inboard-outdrive engine or motor power of no more than 50 horsepower; or
4. Is powered by one or more outboard motors with cumulative power of no more than 25 horsepower;

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

Expected or Intended Injury. "Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage" is of a different kind, quality or degree than initially expected or intended or is sustained by a different person, entity, real or personal property, than initially expected or intended.
However, this exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force by an “insured” to protect persons or property.

"Business". “Bodily injury” or “property damage” arising out of or in connection with:

1. A “business” engaged in by an “insured” or conducted from an "insured location"; or
2. The rental or holding for rental of any part of the “insured location” by an “insured”, regardless of the total annual compensation.

However, this exclusion does not apply to an “insured” under the age of 21 years involved in a part-time or occasional, self-employed “business” with no employees.

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

Loss on an "Insured's" Premises That is Not an "Insured Location". "Bodily injury" or "property damage" arising out of a premises:

1. Owned by an "insured";
2. Rented to an "insured"; or
3. Rented to others by an "insured";

that is not an "insured location".

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

1. Declared war, undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, discharge of a nuclear weapon even if accidental; or
2. Destruction, seizure or use for a military purpose.

Communicable Disease. "Bodily injury" or "property damage" which arises out of the transmission of a communicable disease or illness by an "insured".

Sexual Abuse or Corporal Punishment. "Bodily injury" or "property damage" arising as a result of an “insured” inflicting, or directing another person to inflict, upon any person, corporal punishment or sexual abuse. Sexual abuse includes physical or mental harassment or assault of a sexual nature.

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

Trampolines. “Bodily injury” or “property damage” arising out of the ownership or use of a trampoline owned by, rented by or loaned to any insured, whether on the “residence premises” or elsewhere.

Diving Boards Or Slides. “Bodily injury” or “property damage” arising out of the ownership or use of a diving board or slide owned by or rented by any insured or resident whether on the “residence premises” or elsewhere.

Exotic, Farm, Saddle or Vicious Animals. “Bodily injury” or “property damage” caused, whether in whole or in part, by:

1. Any exotic, farm or saddle animals; or
2. Any animal for which the owner has been notified by a state department that the animal has been deemed dangerous, vicious, or potentially dangerous under state law;

that is owned or kept, including temporary supervision, by you or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the “residence premises” or elsewhere.

Exotic, farm or saddle animals include but are not limited to hoofed animals, livestock, reptiles, primates, and fowl.

"Fungi", Wet or Dry Rot, or Bacteria. "Bodily injury" or "property damage" arising directly or indirectly, in whole or part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

Illegal or Criminal Acts. "Bodily injury" or "property damage" resulting from any illegal or criminal act performed by, at the direction of, or in conspiracy with any "insured". This exclusion applies regardless of whether the "insured" is charged with a crime.

Exclusions "Motor Vehicle", "Aircraft", and "Watercraft" Liability and "Loss On An "Insured's" Premises That Is Not An "Insured Location"" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

SECTION II – ADDITIONAL COVERAGES

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

Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any lawsuit we defend;

2. Premiums on bonds required in a lawsuit we defend, but not for bond amounts more than the Coverage E limit of liability. We have no obligation to apply for or furnish any bond;

3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to $250 per day, for assisting us in the investigation or defense of a claim or lawsuit; and

4. Interest on the entire judgment, which accrues after entry of the judgment, and before we pay or tender, or deposit in court that part of the judgment, which does not exceed the limit of liability that applies.

First Aid Expenses

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

Damage to Property of Others

We will pay, at replacement cost, up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

We will not pay for "property damage":

1. To the extent of any amount recoverable under Section I;

2. Caused intentionally by an "insured" who is 13 years of age or older;

3. To property owned by an "insured";

4. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

5. Arising out of:

a. A "business" engaged in by an "insured";
b. Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
c. The ownership, maintenance, occupancy, operation, use, loading or unloading of "aircraft", "watercraft" or "motor vehicles".

This exclusion does not apply to a "motor vehicle" that:
(1) Is designed for recreational use off public roads;
(2) Is not owned by an "insured"; and
(3) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

Limit of Liability

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

What Must Be Done After a Loss

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

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

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";

4. At our request, help us:
a. To make settlement;
b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
c. With the conduct of suits and attend hearings and trials; and
d. To secure and give evidence and obtain the attendance of witnesses;

5. Refuse to assume any obligations or incur any unreasonable and unnecessary expenses at the time of the loss;

6. Provide any written proof of loss that we require;

7. Submit to statements or examinations under oath and subscribe to the same as we may reasonably require. We may require that such statements or examinations be recorded and videotaped, as well conducted individually and outside the presence of witnesses or other persons seeking coverage or benefits under this policy.

8. Provide us with any personal financial information we request for underwriting, policy servicing or claims handling purposes, or provide us with written authorization to obtain such information;

9. With respect to Damage to Property of Others under Section II – Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;

10. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

Lawsuit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this Section II.

No one will have the right to join us as a party to any action against an "insured".

Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

Bankruptcy of An "Insured"

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

Other Insurance

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

Severability of Insurance

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

Policy Period

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

Concealment or Fraud

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

1. Concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;
relating to this insurance.

SECTION I AND II – CONDITIONS

Liberalization Clause

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

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

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

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.

Cancellation

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.

We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason fort cancellation. This cancellation notice will be mailed to you at your mailing address last known to us by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

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 has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 60 days before the date 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 this policy;

   b. If the risk has changed substantially since the policy was issued;

   c. If an “insured” has submitted a fraudulent claim;

   d. If an “insured” violates any of the terms or conditions of the policy;

   e. Upon certification to the Director of Insurance of loss of reinsurance by us which provided coverage to us for all or a substantial part of the underlying risk insured; or

   f. Upon determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this State.

   This can be done by letting you know at least 60 days before the date cancellation takes effect.

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

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.

Nonrenewal

We may elect not to renew this policy. We may do so by mailing to you at your mailing address last known to us, written notice, including our reason for refusing to renew at least 60 days before the expiration date of this policy by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice, on the third calendar day after the date of the certificate of mailing.

Assignment

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

Subrogation

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

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

If we pay an innocent co-“insured” subject of abuse for loss arising out of abuse by another “insured” who is a current or former family member or household member, the rights of the innocent co-“insured” to recover damages from the abuser are transferred to us to the extent of our payment. The innocent co-“insured” may not waive such rights to recover against the abuser.

For this Condition, abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another person, including a minor child.

Death

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

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

2. "Insured" includes:

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

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

Our Right to Recompute Premium

We established the premium for this policy based on the statements you made in the application for insurance. We have the right to recompute the premium if we later obtain information which affects the premium we charged.

Misrepresentation or Breach of Condition or Warranty

A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this policy will void this policy if:

1. It is material;
2. It is made with the intent to deceive;
3. We rely on it; and
4. We are deceived to our injury.

A breach of warranty or condition will void the policy if such breach exists at the time of loss and contributes to the loss.

DEFINITIONS

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

In addition, certain words and phrases appear in quotations and are defined as follows:

“Actual cash value” means the reasonable replacement cost at the time of the loss less deduction for depreciation.

“Aircraft” means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo.

"Bodily injury" means physical harm to the body, including sickness or disease, and resulting death except that “bodily injury” does not include communicable diseases.

"Business" means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or

2. Any other activity engaged in for money or other compensation, except the following:

a. One of more activities, not described in **b**. through **d**. below, for which no “insured” receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

d. The rendering of home day care services to a relative of an “insured”.

"Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

"Fungi" means any type or form of fungus, including mold or mildew, and any microtoxins, spores, scents or by-products produced or released by fungi.

"Insured" means:

1. You and residents of your household who are:

a. Your relatives; or
b. Other persons under the age of 21 and in the care of any person named above;

2. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

a. 24 and your relative; or
b. 21 and in your care or the care of a person described in **1.** above; or

3. Under Section II:

a. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft, which are owned by you or any person included in **1.** or **2.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or

b. With respect to a "motor vehicle" to which this policy applies:
(1) Persons while engaged in your employ or that of any person included in **1.** or **2.** above; or
(2) Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word ‘an’ immediately precedes the word “insured”, the words ‘an’ “insured” together mean one or more “insureds”.

"Insured location" means the "residence premises".

"Motor vehicle" means:

1. A self-propelled land or amphibious vehicle; or
2. Any trailer or semitrailer, which is being carried on, towed by or hitched for towing by a vehicle described in **1.** above.

“Motor vehicle” does not include a vehicle that is:

1. In dead storage on an "insured location" at the time of an “occurrence”;

2. Not subject to motor vehicle registration and is used solely to service the “residence premises”;

3. Designed for recreational use off public roads and not owned by an "insured";

4. A motorized wheelchair:
a. Being used to assist a handicapped person at the time of an “occurrence”; or
b. Parked on an “insured location” at the time of an “occurrence”; or

5. A motorized golf cart that is owned by an "insured", designed to carry no more than 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

a. A golf course and is being used to play golf; or

b. A golfing facility and is parked or stored there, or being used by an "insured" to:

(1) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

(2) Cross public roads at designated points to access other parts of the golfing facility.

"Occurrence" means an accident, including exposure to harmful conditions, which results during the policy period, in:

1. "Bodily injury"; or
2. "Property damage".

Repeated or continuous exposure to the same general harmful conditions is considered to be one "occurrence".

"Occurrence" does not include accidents or events, which take place during the policy period which do not result in "bodily injury" or "property damage" until after the policy period.

"Property damage" means physical injury to or destruction of tangible property, including loss of its use as a result of its physical injury or destruction.

"Residence employee" means an employee of an "insured" who performs duties related to the maintenance or use of the "residence premises", including household or domestic services.

"Residence premises" means:

1. The one family dwelling, other structures, and grounds; or
2. That part of any other building;

where you reside and which is shown as the "residence premises" on the Declarations.

"Residence premises" also means a two-family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

"Storage Facility" means a licensed commercial property designed and used for the purpose of renting or leasing individual storage spaces to individuals.

"Uninhabitable" means generally recognized standards for residential occupancy are violated or, in the absence of such standards, a fully informed and reasonable person would conclude that the "residence premises" was unsafe for habitation as a residential dwelling.

"Unoccupied" means the dwelling is not being inhabited as a residence.

"Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

"Watercraft" means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.