RENTERS POLICY

FOR ASSISTANCE, CALL:

CLAIMS: (844) 788-0873

CUSTOMER CARE: (877) 577-0850

IN WITNESS WHEREOF, Sutton National Insurance Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

All.

President Secretary

Sutton National Insurance Company

(A Stock Insurance Company) 1855 Griffin Road Suite 390

Dania Beach, FL, 33004

FACTS

WHAT DOES MILLENNIAL SPECIALTY INSURANCE, LLC (MSI)

DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- credit scores and credit-based insurance scores
- medical information and employment information

How?

All financial companies need to share **customers'** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **customers'** personal information; the reasons **MSI** chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MSI share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call (844) 788-0873 or email us at: customerservice@msimga.com

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Who are we	
Who is providing this notice?	Millennial Specialty Insurance, LLC
What we do	
How does MSI protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does MSI collect my personal information?	 We collect your personal information, for example, when you apply for insurance or pay insurance premiums file an insurance claim or give us your contact information provide employment information We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	 Federal law gives you the right to limit only sharing for affiliates' everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include Baldwin Risk Partners, LLC (BRP) and companies that use the BRP or Baldwin Risk Partners name.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • MSI does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. MSI doesn't jointly market.

Other important information

California: Under California law, we will not share information we collect about you with companies outside of MSI and its affiliates, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

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Other important information

For MA Insurance Customers only: You may ask, in writing, for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Vermont: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our corporate family, unless the law allows. For example, we may share information with your consent or to service your accounts. We will not share information about your creditworthiness within our corporate family, but we may share information about our transactions or experiences with you within our corporate family without your consent.

For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only: The term "Information" in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical information so we can learn if you qualify for coverage, process claims or prevent fraud, or if you say we can. To see your Information, write MSI at 8821 Davis Blvd., Suite 500, Keller, TX 76248. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

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Privacy Policy Last Updated: October 1, 2021

I. Who Are We?

Sutton National Insurance Company ("Sutton National") is an insurance company headquartered in Dania Beach, Florida, USA.

If you have any questions or comments about this Privacy Policy or our practices, or wish to make a request regarding your Personal Information, please contact us as follows:

Sutton National Insurance Company 1855 Griffin Road Suite B-390 Dania Beach, Florida 33004 Phone: 888-846-4238

contact@suttonnational.com

II. What is Covered by This Privacy Policy?

This Privacy Policy describes Sutton National's policies and practices regarding its collection and use of your personal data and sets forth your privacy rights. This Privacy Policy applies both to our online information gathering and dissemination practices in connection with this website and its various pages (the "Site"), and personal information we collect or receive offline, whether directly from you or from other sources. When you use the Site, you consent to the use of your information in the manner specified in this Privacy Policy.

If you have arrived at this Privacy Policy by clicking through a link on our Site, or by searching for or clicking on a link directing you to any page of our Site, then this Privacy Policy applies to you. This policy may change periodically, as we undertake new personal data practices or adopt new privacy policies, so please check back from time to time. By your continued use of the Site, you consent to the terms of the revised policy.

Use of our Site is strictly limited to persons who are of legal age in the jurisdictions in which they reside. You must be at least eighteen (18) years of age to use our Site. If you are not at least 18 years of age, please do not use or provide any information through this Site.

This Privacy Policy does not apply to any website owned and/or operated by or on behalf of any other entity, including any entities that may have invested in our company or other affiliates or business partners, even if our Site posts a link to those other websites and you click through from our Site. To the extent that you visit and/or disclose information through other sites, you are subject to the privacy policies and practices of those sites.

III. What Personal Information Do We Collect, From Where, And Why?

The following is a description of: (i) the categories of Personal Information we may have collected in the preceding 12 months, whether offline or online; (ii) the sources from which we may have collected it; and (iii) the business purposes for which we may have collected it.



A. Information we do NOT knowingly collect.

We do not knowingly solicit, collect, or receive information from or about minors (under the age of eighteen) or persons residing outside the U.S.A.

B. Information that You provide to us directly.

Through our Site or for Customer Service

You may choose to voluntarily submit or otherwise disclose personal information to us (e.g., name, email address, phone number, and a personalized message about your inquiry), through the "Contact Us" features on our Site, or through mail, e-mail, telephone, fax or electronically. If you initiate contact or correspond with us, we may keep a record of your contact information and correspondence, whether oral or written, and we reserve the right to use your contact information, and any other information that you provide to us in your message, to respond thereto or to offer customer service and attempt to resolve your request or inquiry.

If you wish to change or correct any information voluntarily submitted to us, please do so by contacting us in the manner described above.

When Applying for our Product or Creating a Contract with Us

You may submit information to us when you apply for services or products that we offer and/or create an account with us. This information typically includes your name, email address, address, phone number, date of birth, social security number, income information, and account information, bank account information, login and passcode, lawsuit or judgment information, insurance information, etc. We use this information to respond to your inquiries and requests; provide support services to you; assess your satisfaction with our services; protect against and detect fraud in relation to your contract. We use this information to determine whether to issue a contract and to administer contracts when issued. We may need similar information to change the owner designation of the contract, support a change of address, or other administrative requirements.

Disbursing Proceeds to You

If we are paying a claim for one of our products, we or our delegees may collect certain information about you or your name, contact information, address, bank account information, and other related facts. We use this information to administer contracts when issued, to determine when you are eligible for payment on a claim, and to make payments on claims.

When Applying for a Job with Us

You may choose to voluntarily submit information to us when you apply to work for us as an employee or independent contractor. This information typically includes your name, email address, address, phone number, resumé (including but not limited to, employment history, education information, skills, interests). We use this information to evaluate your application.

C. Information from Third Parties acting on your behalf.

We may receive and maintain personal information (e.g., name, address, telephone number, email address, date of birth, social security number, account numbers, account balances, account values, investments, financial or banking information.) contained in communications with someone other than you, such as your spouse, power of attorney, authorized representative, custodians or your attorney.

D. Information we receive from our Service Providers.

We receive and maintain personal information from our Service Providers. Service Providers are persons or entities that we contract with to provide a material service in connection with property and casualty insurance products. Information that we typically may receive includes IP address, web activity, geolocation, residential address, phone number, financial information, letter vendors, bankruptcy activity letter correspondence, and email communications.

E. Information automatically collected by Use of this Site.

As with most websites, our Site automatically collects certain information during a user's visit to the Site. The information may include internet protocol (IP) addresses, the location where the device is accessing the internet, browser type, operating system and other information about the usage of the Site, including a history of pages viewed. We use this information to improve the Site's design, estimate user volume and usage patterns, speed up searches, and improve the user experience by customizing options and recognizing return users. We may also use this information to help diagnose problems with our server and to administer our website, analyze trends, track visitor movements, and gather broad demographic information that assists us in identifying visitor preferences. More specifically:

(i) IP Address

Each time you visit our Site, we may automatically collect your internet protocol (IP) address and the web page from which you came. In order to administer and optimize the Site for you and to diagnose and resolve potential issues with or security threats to our Site or to the company, we may use an IP address to help identify users and to gather broad demographic information about them.

(ii) Cookies, Pixel Tags, and Web Beacons

Cookies (browser or flash) are small files that a site or its service provider transfers to your device through your web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. We use cookies to optimize Site functionality and improve a user's experience while navigating through the Site. Most or all browsers permit you to disable or reject cookies. You can do this by adjusting your preferences in the browser. You can also click on the "Privacy and Cookies Policy" banner at the bottom of the Site and adjust Cookie Settings to accept or reject certain cookies used by our Site.

Our Site may incorporate "pixel tags," "web beacons," or similar tracking technologies (collectively, "pixel tags") that track the actions of Site users. Pixel tags are used to collect

information, such as the internet service provider, IP address, the type of browser software and operating system being used, the date and time the Site is accessed, the website address, if any, from which a user linked directly to the Site and/or the website address, if any, to which the user travels from the Site and other similar traffic-related information.

We may aggregate information collected from Site visits by various users to help us improve the Site and the services that we provide through the Site.

(iii) Do Not Track

Our Site tracks when visitors to our website enter through a marketing landing page. The Site also keeps a record of third-party websites accessed when a user is on our Site and clicks on a hyperlink. But we do not track users to subsequent sites and do not serve targeted advertising to them.

(iv) Analytics Information

Web servers for the Site may gather certain anonymous navigational information about where visitors go on our Site and information about the technical efficiencies of our Site and services. Anonymous information does not directly or indirectly identify, and cannot reasonably be used to identify, a particular individual. Examples of anonymous information may include certain information about the internet browser, domain type, service provider and IP address information collected through tracking technologies and aggregated or deidentified data. We use anonymous analytics information to operate, maintain, and provide to you the features and functionality of the Site.

We use Google Analytics ("GA") and other analytics tools for aggregated, anonymized website traffic analysis. In order to track session usage, Google drops a cookie with a randomly generated ClientID in a user's browser. This ID is anonymized and contains no identifiable information like email, phone number, name, etc. We also send Google IP Addresses. We use GA to track aggregated website behavior, such as what pages a user looked at, for how long, etc. This information helps us improve the user experience and determine Site effectiveness. You have the option to delete your cookies and/or install the Google Analytics Opt-Out Browser Add-On. (https://tools.google.com/dlpage/gaoptout).

(Tittps://tools.google.com/dipage/gaoptodt)

IV. What Personal Information Do We Share with Others?

A. We Do Not Sell Personal Information.

We do not sell any of your Personal Information. Except as described in this Privacy Policy, we also do not disclose to third-parties information about your visits to our Site. Accordingly, Sutton National has not sold Personal Information since the acquisition of the company on January 1, 2019, by its new owners.

We do not knowingly collect and do not, and will not, sell Personal Information of minors under 18 years of age without first obtaining affirmative authorization.

B. Sharing Information with our Affiliates and Service Providers.

We may share your non-public personal information and other information that we have collected with our affiliates and Service Providers.

Service Providers are persons and entities that we contract with to provide us a material service in connection with our business activities. Our Service Providers include law firms, accounting firms, accounts receivable management companies, data analytics companies, location service companies, delivery services, technological support companies, banks, or other financial institutions.

In connection with providing business services to us, one or more of our Service Providers may have access to your non-public personal information. This personal information will not be used for any purpose other than as reasonably necessary to perform a business purpose that we authorize, and it will not be further used by the Service Provider or disclosed to any Third Party.

C. Sharing Information with our Investors.

We may share your non-public personal information and other information that we have collected with entities that invest in our company. This information may include a name, address, phone number, e-mail address, date of birth, social security number, financial or banking information, credit information, account numbers, account balances, payment information, information contained on credit, service, or product applications, insurance applications or claims, etc.

An investor may have access to, receive, or use this information for purposes of auditing, risk management, and in connection with the shared services the investor offers to us as a portfolio company, including accounting, legal, capital markets, data analytics, human resources, information technology and marketing services.

D. Sharing Personal Information at Your Direction.

We may share your personal information with Third Parties to whom you authorize us in advance to intentionally disclose to or allow to use your personal information in connection with the services that we provide.

E. Sale of our Company or Company Assets.

In the event of a sale, assignment, liquidation, or transfer of our assets or of any portion of our business, we reserve the right to transfer any and all information that we collect from individuals, or that we otherwise collect in connection with use of the Site, to unaffiliated third party purchasers.

F. Monitoring, Law Enforcement and Legal Requests.

We reserve the right, at all times, to monitor, review, retain and/or disclose any information, including non-public personal information, as may be necessary to satisfy any applicable law, regulation, legal process or governmental request or to cooperate with or comply with requests from law enforcement and other authorities. We may also use such personal information if required to internally investigate fraud or when it is necessary to protect the Site, the company, our affiliates, or others.

G. Our Internal Use and Research

We reserve the right to use and disclose de-identified information; anonymized information; aggregated information or publicly available information that has not been combined with nonpublic personal information for purposes including, but not limited to, our own internal use, data mining, and research.

V. How Do We Protect Personal Information?

We take reasonable security procedures and practices appropriate to protect personal Information from loss, misuse, unauthorized access, disclosure, alteration and destruction. We maintain physical, electronic and procedural safeguards designed to protect against the unauthorized disclosure of personal information, and personal information is disposed of properly and securely utilizing industry standards. Our data security policies and practices are periodically reviewed and modified as necessary.

VI. Terms of Use

Please also visit our <u>Terms of Use</u> section establishing the use, disclaimers, and limitations of liability governing the use of our Site.

** THE INFORMATION BELOW APPLIES TO CALIFORNIA RESIDENTS **

VII. Your Rights Under The California Consumer Privacy Act.

A. The CCPA and "Personal Information."

The California Consumer Privacy Act ("CCPA"), effective as of January 1, 2020, grants privacy rights to California consumers in connection with their Personal Information.

Personal Information ("PI") is "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household."

A consumer has rights regarding his/her PI when dealing with a covered business, including:

- A right to know what PI is collected regardless whether electronically or orally, used, shared or sold by the business;
- A right to access PI collected and retained by the business;
- A right to require businesses and, by extension, their service providers, to delete PI, subject to certain exceptions;
- A right to opt-out of the business' sale of PI; and
- A right to non-discrimination in terms of pricing or service for choosing to exercise a privacy right under the CCPA.

B. Consumer Right to a Notice of Collection.

A business subject to the CCPA must, at or before the point of collection of PI, inform a consumer as to the categories to be collected and the purposes for which it shall be used. A service provider that receives or collects PI on behalf of, or at the direction of, a covered business may not be required to provide a notice of collection.

C. Consumer Right to Know.

A covered business must disclose in its privacy policy the PI it has collected, sold, or disclosed for a business purpose in the past 12 months.

Collection: A business must disclose the following in response to a verifiable request:

- The categories of PI the business has collected about the consumer;
- · The categories of sources from which that PI was collected;
- The business or commercial purpose for collecting or selling PI;
- The categories of third parties with which the business shares PI; and
- The specific pieces of PI the business has collected about the consumer making the request;

<u>Sale</u>: A business that sells PI or discloses it for a business purpose must disclose, in response to a verifiable request, the following:

- The categories of PI collected about the individual consumer
- The categories of PI the business sold about the individual consumer, and the categories of third parties to which it was sold. Or, if the business has not sold any of the consumer's PI, it must state that fact.
- The categories of PI the business has disclosed about the individual consumer for a business purpose. Or, if the business has not disclosed the consumer's PI for a business purpose, it must state that fact.

D. Consumer Right to Delete Directed to a Covered Business.

A California consumer has the right to request that a covered business delete his/her PI, subject to certain exceptions. Once a request is reasonably verified by the covered business, the PI requested to be deleted must be removed from the records held by that business. The business must also direct its Service Providers with whom the information was shared to also delete the information, unless it is subject to an exception.

A request to delete may be denied if retaining the information is necessary for the business or its Service Providers to:

1. Complete the transaction for which it collected the PI, provide a good or service requested by the consumer, take action reasonably anticipated within the context of the ongoing business relationship with the consumer, or otherwise perform a contract with the consumer.

- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on the consumer's relationship with the business.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of the information that are compatible with the context in which the consumer provided it.

E. Consumer Right to Non-Discrimination.

A business must not discriminate against a consumer who exercises CCPA rights. A business may charge different prices or provide a different quality of goods or services, but only if the difference is reasonably related to the value provided to the consumer by the consumer's data. A business may offer financial incentives to a consumer for the collection, sale, or deletion of personal information on a prior, opt-in consent basis.

F. Consumer Right to Opt-Out.

A covered business that sells PI to third parties must provide notice to consumers and clearly inform them of the right to opt out of the sale. A business that sells PI also must provide a "Do Not Sell My Personal Information" link on its internet homepage that links to a webpage that enables the consumer to opt out of the sale of his or her PI.

A business is prohibited from selling the PI of a consumer the business knows is less than 16 years of age, unless (for a child between 13 and 16 years of age) the child has affirmatively authorized the sale or (for a child less than 13 years of age) the child's parent or guardian has affirmatively authorized the sale.

G. Privacy Policy Requirements.

A covered business must include the following in its online privacy policy, which should be updated every 12 months:

- A description of consumer CCPA rights, including the right to opt out of the sale of PI and a separate link to a "Do Not Sell My Personal Information" internet webpage if the business sells PI;
- The method(s) by which a CCPA request can be submitted; and

 A list of the categories of PI the business has collected, sold, or disclosed for a business purpose in the preceding 12 months.

VIII. How Do I Make a CCPA Request?

A. Instructions for Submitting a Request.

If you are a California consumer and wish to make a CCPA request to us, you may submit your request by:

Fill out a Form on our Website: https://suttonnational.com/privacy-requests

Call us, Toll-Free, at: 1-877-201-1125

We will confirm receipt of your request within 10 days of receiving it. The confirmation will provide a ticket number for your request, information about how we will process and attempt to verify your request, and by when you should expect to receive a response.

Note that we are only required to respond to your request to know - for access or data portability – two times in any 12-month period.

We are required to keep records of your CCPA request for at least 24 months, including any assigned ticket number, the request date and nature of the request, the manner in which the request was made, the date and nature of our response, and the basis for the denial of the request if the request is denied in whole or in part.

B. We Need to Verify Your CCPA Request.

We need to be reasonably sure that the person making the request regarding your PI is you, or a representative that you have authorized to make a request on your behalf.

We cannot respond to your request or provide you with PI if we cannot verify your identity or your authority to make a request on behalf of another person. Accordingly, at the time you submit your request, we will request that you provide us certain information, such as your full name, date of birth, and address, that will allow us to attempt to reasonably verify you are either the person about whom we collected PI or an authorized representative of that person.

To the extent possible, we will not ask you for new PI to verify your request but will instead attempt to use the verification data you provide to cross-check information available in existing records. If we are unable to verify your request without requesting new PI, we will delete that new information as soon as practical after processing your CCPA request, except as may be required to comply with the CCPA's request record retention requirements.

You are not required to create an account with us to verify your request. We will only use PI you provide for verification to attempt to verify your identify or your authority to make the request for another person.

Please note that certain requests require different levels of verification, depending on the sensitivity of the information at issue. For example, if you request to know the specific pieces of information we hold, and not just the categories, we will require, in addition to matching data points, your submission of a written declaration under penalty of perjury that you are the consumer whose PI is the subject of the request. In addition, certain pieces of information, such as a social

security number, driver's license number or other government-issued identification number, or financial account information, will not be disclosed in response to a CCPA request.

If you wish to authorize someone else to act on your behalf, we must receive proof that this person is authorized to do so. Proof can be provided by a consumer verifying his/her own identity directly with us and then providing written authority for a designated person to act on the consumer's behalf, or through receipt of a power of attorney or proof that the person is registered with the California Secretary of State as your designated authorized representative. You may also make a verifiable consumer request on behalf of your minor child.

C. Our Response to Your CCPA Request.

Within 10 days of receipt of your CCPA request, we will provide an initial confirmation of receipt with an assigned ticket number by email or U.S. Mail.

If you submit a Request to Delete, we must re-confirm your choice to delete the specified information after your request has been verified and before the data is deleted.

We strive to provide a response to a verifiable consumer request within 45 days of its receipt, regardless of the time it takes to verify the request. If we need additional time, we will inform you of the reason.

We will send our response to your request by U.S. mail or email, at your option. Any information we provide will cover only the 12-month period preceding receipt of your request.

If we cannot respond to or comply with your Request to Know or Request to Delete, say because we cannot verify your identity or because an exception applies, we will explain our reasoning and decision in our response.

We do not charge a fee to process or respond to your request unless it is excessive, repetitive, or manifestly unfounded, and we have informed you in writing of the reasoning behind a charge and its estimated cost. We will provide a cost estimate before completing your request if we determine that a charge is warranted.

IX. How Do I Get Information Regarding Pending CCPA Requests?

If you have any questions about a pending CCPA request, please contact us as follows, and provide your ticket number:

Call us, Toll-Free, at: 1-877-201-1125

E-mail Us at: contact@suttonnational.com

Sutton National Insurance Company

For Service Call Your Agency. For Claims call: (844) 788-0873

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RENTERS POLICY DECLARATION PAGE

Policy Number: 82174935

Policy Period: 2/13/2023 12:01 A.M. Standard to 2/13/2024 12:01 A.M. Standard Time at Time at the property location of the Primary

the property location of the Primary

Named Insured.

Named Insured.

This policy is continuous until cancelled or nonrenewed.

AGENCY NAME AND ADDRESS

NAME AND MAILING ADDRESS OF INSURED:

Doug Prop Manager McGuire 3900 Crown Rd SW # 1. Atlanta, GA, 30304

(877) 577-0850

Entrata Insurance Agency, LLC 4205 Chapel Ridge Road,

Lehi. UT. 84043

Prop Loc: 3900 Crown Rd SW # 1, Atlanta, GA, 30304

In return for the payment of premium, and subject to all the terms of the policy, we agree to provide you with insurance coverage as stated in this policy. Insurance is to be provided only with respect to the location(s) and/or coverage(s) for which a limit of liability is specified, subject to all conditions of this policy.

C D E F PERSONAL PROPERTY LOSS OF USE \$15,000 \$3,000 \$100,000 \$100,000 \$100,000	SECTION I - PROPERTY COVERAGE LIMITS		SECTION II - LIABILITY COVERAGE LIMITS		
ψ1,000 ψ23,000			\$100,000	\$1,000	

Loss Deductible for Section I: \$500

Wind/Hail Deductible: See Loss Deductible

Subject to the following form(s) and endorsement(s) attached and/or revision(s) included, made part of this policy at the time of issue.

COVERAGE FORMS	FORM NUMBERS	PREMIUMS
	·	-
Coverage C, D, E, F	SECTION I & II	\$180.00
Increased Deductible Credit	SECTION I	Included
Homeowner 4 - Contents Broad Form	HO 00 04 05 11	Included
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage - Georgia	SN RNT HO 03 35 GA 08 22	Included
No Section II Liability Coverages for Home Day Care	SN RNT 04 96 08 22	Included
Personal Property Replacement Cost Loss Settlement	SN RNT HO 04 90 A 08 22	Included
Rental Income Coverage	SN RNT HO4-RI 08 22	Included
Tenants Amendatory Endorsement - Georgia	SN RNT HO 02 04 GA 08 22	Included
Special Provisions - Georgia	HO 01 10 01 20	Included
Biohazard Clean-up Endorsement	SN RNT BIO EN 08 22	Included
Water Back-Up and Sump Discharge or Overflow Rental Income	HO 04 95 05 11	\$5,000 /\$12.00 Included
	Total Endorsement Premium	\$12.00

Total Amount

\$192.00

This Policy Does Not Cover Damage Caused By Flooding. Contact Your Agency To Learn More. **Coverage Includes Personal Property Replacement Cost.** Premium Automatically Deducted on a Monthly Basis.

WESSAGES!

SUPPLEMENTAL DECLARATIONS PAGE

Policy Number: 82174935

Policy Period: 2/13/202312:01 A.M. Standard Time at the property location of the Primary Named Insured to 2/13/2024 12:01 A.M. Standard Time at the property location of the Primary Named Insured.

Insured(s) Email Address: test@test.com

This policy is continuous until cancelled or nonrenewed

NOTICES

MSI Privacy Notice
Sutton National Privacy Policy
Policyholders Advisory Notice
Tenants or Liability Consent to Electronic Form and
Delivery of Insurance Transaction Documents Notice
OFAC Notice
Fraud Statement

FORM NUMBERS

MSI PN 02 22 SN Privacy 10 21 OPT NT 08 19 CONSENT NOTICE 07 20

ILP 0010104 IL N 001 09 03

Payment Plan:

Monthly

Billing Schedule:

Date	Amount
4/1/2023	\$18.01
5/1/2023	\$18.01
6/1/2023	\$18.01
7/1/2023	\$18.01
8/1/2023	\$18.01
9/1/2023	\$18.01
10/1/2023	\$18.01
11/1/2023	\$18.01
12/1/2023	\$18.01
1/1/2024	\$18.01
2/1/2024	\$17.91

^{*}Each installment includes a \$2.00 installment fee.

Authorized Representative Signature

Bh Xdto

HOMEOWNERS 4 – CONTENTS BROAD FORM

AGREEMENT

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

DEFINITIONS

- **A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- **B.** In addition, certain words and phrases are defined as follows:
 - "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:
 - **a.** Liability for "bodily injury" or "property damage" arising out of the:
 - (1) Ownership of such vehicle or craft by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3) Entrustment of such vehicle or craft by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - **b.** For the purpose of this definition:
 - Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (4) Motor vehicle means a "motor vehicle" as defined in 7. below.

- 2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
- 3. "Business" means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - **b.** Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".
- 4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
- 5. "Insured" means:
 - **a.** You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
 - b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or

(2) 21 and in your care or the care of a resident of your household who is your relative; or

c. Under Section II:

- (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in 5.a. or b. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2) With respect to a "motor vehicle" to which this policy applies:
 - (a) Persons while engaged in your employ or that of any person described in 5.a. or b.; or
 - (b) 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".

6. "Insured location" means:

- a. The "residence premises";
- The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in a. and b. above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
- **e.** Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";

- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle" means:

- A self-propelled land or amphibious vehicle; or
- **b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage".
- "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- **10.** "Residence employee" means:
 - a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:

- a. The one-family dwelling where you reside;
- b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

SECTION I - PROPERTY COVERAGES

A. Coverage C - Personal Property

1. Covered Property

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

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- **b.** A guest or a "residence employee", while the property is in any residence occupied by an "insured".

2. Limit For Property At Other Locations

a. Other Residences

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

- (1) Moved from the "residence premises" because it is:
 - (a) Being repaired, renovated or rebuilt; and
 - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

b. Self-storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C**, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
 - (a) Being repaired, renovated or rebuilt; and
 - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises".

3. Special Limits Of Liability

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

- **a.** \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- **c.** \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- **d.** \$1,500 on trailers or semitrailers not used with watercraft of all types.
- **e.** \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- **f.** \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silverplated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- **h.** \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".
- **j.** \$1,500 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals;

- (2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and
- (3) Is in or upon a "motor vehicle".
- k. \$250 for antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- **b.** Animals, birds or fish;
- c. "Motor vehicles".

This includes a "motor vehicle's" equipment and parts.

However, this Paragraph **4.c.** does not apply to:

- (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
- (2) "Motor vehicles" not required to be registered for use on public roads or property which are:
 - (a) Used solely to service a residence; or
 - **(b)** Designed to assist the handicapped;
- d. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- **g.** Property in an apartment regularly rented or held for rental to others by an "insured";

- **h.** Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
 - Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in C.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages; or
- k. Water or steam.

B. Coverage D - Loss Of Use

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

1. Additional Living Expense

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

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

2. Fair Rental Value

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

3. Civil Authority Prohibits Use

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

4. Loss Or Expense Not Covered

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

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

C. Additional Coverages

1. Debris Removal

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

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

- **b.** We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:
 - (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
 - (2) A neighbor's trees felled by a Peril Insured Against under Coverage C;

provided the trees:

- (3) Damage a covered structure; or
- **(4)** Do not damage a covered structure, but:
 - (a) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

(b) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

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

This coverage is additional insurance.

2. Reasonable Repairs

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

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

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

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

This coverage is additional insurance.

4. Fire Department Service Charge

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

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

5. Property Removed

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

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

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

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

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

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

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - **(b)** By a person who has been entrusted with either type of card or access device; or

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

7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage C, other than:
 - (1) Earthquake; or
 - (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph P. Policy Period under Section I
 Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- **a.** The coverage provided under this Additional Coverage Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage

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

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

9. Glass Or Safety Glazing Material

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

10. Building Additions And Alterations

We cover under Coverage **C** the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage **C**.

This coverage is additional insurance.

11. Ordinance Or Law

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

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

12. Grave Markers

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

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

SECTION I - PERILS INSURED AGAINST

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

1. Fire Or Lightning

2. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

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

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

8. Vandalism Or Malicious Mischief

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

9. Theft

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

- b. This peril does not include loss caused by theft:
 - (1) Committed by an "insured";
 - (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
 - (4) That occurs off the "residence premises" of:
 - (a) Trailers, semitrailers and campers;
 - **(b)** Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
 - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

10. Falling Objects

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

11. Weight Of Ice, Snow Or Sleet

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

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. 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 14. 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 mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section I Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

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

This peril does not include loss caused by or resulting from freezing except as provided in Peril Insured Against **14.** Freezing below.

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water.

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

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

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

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

16. Volcanic Eruption

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

SECTION I - EXCLUSIONS

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

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided for in C.11. Ordinance Or Law under Section I Property Coverages;
- **b.** The requirements of which result in a loss in value to property; or
- **c.** Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

2. Earth Movement

Earth Movement means:

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

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

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

3. Water

This means:

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

b. Water which:

- (1) Backs up through sewers or drains; or
- (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- **d.** Waterborne material carried or otherwise moved by any of the water referred to in **3.a.** through **3.c.** of this exclusion.

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

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

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

4. Power Failure

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

5. Neglect

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

6. War

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

- **a.** Undeclared war, civil war, insurrection, rebellion or revolution;
- Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in M. Nuclear Hazard Clause under Section I – Conditions.

8. Intentional Loss

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

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

9. Governmental Action

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

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

SECTION I - CONDITIONS

A. Insurable Interest And Limit Of Liability

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

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

B. Deductible

Unless otherwise noted in this policy, the following deductible provision applies:

With respect to any one loss:

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

C. Duties After Loss

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

- 1. Give prompt notice to us or our agent;
- 2. Notify the police in case of loss by theft;
- Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in C.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages;

- **4.** Protect the property from further damage. If repairs to the property are required, you must:
 - **a.** Make reasonable and necessary repairs to protect the property; and
 - **b.** Keep an accurate record of repair expenses;
- Cooperate with us in the investigation of a claim:
- 6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- 7. As often as we reasonably require:
 - a. Show the damaged property;
 - **b.** Provide us with records and documents we request and permit us to make copies; and
 - Submit to examination under oath, while not in the presence of another "insured", and sign the same;
- **8.** Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - **d.** Changes in title or occupancy of the property during the term of the policy;
 - **e.** Specifications of damaged buildings and detailed repair estimates;
 - **f.** The inventory of damaged personal property described in **6.** above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under C.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.

D. Loss Settlement

Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

E. Loss To A Pair Or Set

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

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

F. Appraisal

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

Each party will:

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

G. Other Insurance And Service Agreement

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.

H. Suit Against Us

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

I. Our Option

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

J. Loss Payment

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

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

K. Abandonment Of Property

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

L. No Benefit To Bailee

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

M. Nuclear Hazard Clause

- 1. "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.
- 2. 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.
- This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

N. Recovered Property

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

O. Volcanic Eruption Period

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

P. Policy Period

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

Q. Concealment Or Fraud

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

- Intentionally concealed or misrepresented any material fact or circumstance;
- 2. Engaged in fraudulent conduct; or
- 3. Made false statements;

relating to this insurance.

R. Loss Payable Clause

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

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

SECTION II - LIABILITY COVERAGES

A. Coverage E - Personal Liability

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

- Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

- 1. To a person on the "insured location" with the permission of an "insured"; or
- 2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;

- **b.** Is caused by the activities of an "insured";
- c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
- **d.** Is caused by an animal owned by or in the care of an "insured".

SECTION II - EXCLUSIONS

A. "Motor Vehicle Liability"

- Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
- If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - **b.** Used solely to service a residence;
 - **c.** Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - **d.** Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place:
 - (a) On an "insured location" as defined in Definition B.6.a., b., d., e. or h.; or
 - **(b)** Off an "insured location" and the "motor vehicle" is:
 - (i) Designed as a toy vehicle for use by children under seven years of age;

- (ii) Powered by one or more batteries; and
- (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;
- e. A motorized golf cart that is owned by an "insured", designed to carry up to four 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:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or
 - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

- Coverages E and F do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - **b.** Rented to others;
 - **c.** Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
- 2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - **b.** Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or

- **c.** Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or
 - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

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

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

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

Coverages **E** and **F** do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- **b.** Is sustained by a different person, entity or property than initially expected or intended.

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

2. "Business"

a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion E.2. does not apply to:
 - (1) The rental or holding for rental of an "insured location":
 - (a) On an occasional basis if used only as a residence:
 - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
 - (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

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

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- **c.** Rented to others by an "insured";

that is not an "insured location";

5. War

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

a. Undeclared war, civil war, insurrection, rebellion or revolution;

- **b.** Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

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

Exclusions A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Aircraft Liability", D. "Hovercraft Liability" and E.4. "Insured's" Premises 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".

F. Coverage E - Personal Liability

Coverage **E** does not apply to:

- 1. Liability:
 - a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in D. Loss Assessment under Section II – Additional Coverages;
 - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location": or
 - (2) Where the liability of others is assumed by you prior to an "occurrence":

unless excluded in **a**. above or elsewhere in this policy;

- 2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- **4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - **b.** Non-occupational disability law; or
 - c. Occupational disease law;
- **5.** "Bodily injury" or "property damage" for which an "insured" under this policy:
 - **a.** Is also an insured under a nuclear energy liability policy issued by the:
 - Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;

or any of their successors; or

- Would be an insured under such a policy but for the exhaustion of its limit of liability; or
- **6.** "Bodily injury" to you or an "insured" as defined under Definition **5.a.** or **b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

- a. Repay; or
- **b.** Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage F – Medical Payments To Others

Coverage **F** does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - **b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured":

- To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
- 3. From any:
 - a. Nuclear reaction;
 - **b.** Nuclear radiation; or
 - **c.** Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

- d. Any consequence of any of these; or
- **4.** To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II - ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

- Expenses we incur and costs taxed against an "insured" in any suit we defend;
- Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

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

C. Damage To Property Of Others

- We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;

- **b.** Caused intentionally by an "insured" who is 13 years of age or older;
- **c.** To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:
 - (1) A "business" engaged in by an "insured":
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location": or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **e.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) 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.

D. Loss Assessment

- 1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
 - **b.** Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
- 2. Paragraph I. Policy Period under Section II Conditions does not apply to this Loss Assessment Coverage.

- Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
 - **a.** One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- **4.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II - CONDITIONS

A. Limit Of Liability

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

Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

B. Severability Of Insurance

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

C. Duties After "Occurrence"

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

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

- **2.** Cooperate with us in the investigation, settlement or defense of any claim or suit;
- Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - **c.** With the conduct of suits and attend hearings and trials; and
 - **d.** To secure and give evidence and obtain the attendance of witnesses:
- 5. With respect to C. Damage To Property Of Others under Section II Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control:
- 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage F – Medical Payments To Others

- **1.** The injured person or someone acting for the injured person will:
 - **a.** Give us written proof of claim, under oath if required, as soon as is practical; and
 - **b.** Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage F – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

- No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
- **2.** No one will have the right to join us as a party to any action against an "insured".
- Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

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

J. Concealment Or Fraud

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

- Intentionally concealed or misrepresented any material fact or circumstance;
- 2. Engaged in fraudulent conduct; or
- 3. Made false statements;

relating to this insurance.

SECTIONS I AND II - CONDITIONS

A. Liberalization Clause

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

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

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

B. Waiver Or Change Of Policy Provisions

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

C. Cancellation

 You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

- 2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - **c.** When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.

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

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- **3.** When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

D. Nonrenewal

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

E. Assignment

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

F. Subrogation

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

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

Subrogation does not apply to Coverage **F** or Paragraph **C.** Damage To Property Of Others under Section **II** – Additional Coverages.

G. Death

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

- 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.

Sutton National Insurance Company Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage – Georgia

Name of Insured: Doug Prop Manager McGuire		Endorsement Effective Date:	
Policy Number: 82174935	Policy Period: 2/13/2023 To 2/13/2	2024	Endorsement Number: N/A

The above information only needs to be completed when issued subsequent to initial preparation of policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOR USE WITH ALL FORMS EXCEPT HO00 03 AND HO 00 05

SCHEDULE*

"00	These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims-made, or the number of locations insured under this endorsement and listed in this Schedule.			
1.	Section I - Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria.	\$5,000		
2.	Section II - Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria.	\$25,000		
*E	ntries may be left blank if shown elsewhere in this policy for this coverage.			

DEFINITIONS

The following definition is added:

"Funai"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- **b.** Under Section **II**, this does not include any fungi that are, are on, or are contained in a good or product intended for consumption.

SECTION I - PROPERTY COVERAGES

E. Additional Coverages

The following Additional Coverage is added:

13. "Fungi", Wet Or Dry Rot, Or Bacteria

- a. The amount shown in the Schedule above is the most we will pay for:
 - (1) The total of all loss payable under Section I

 Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

- (4) The cost of 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. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in 13.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
 - (1) Number of locations insured under this endorsement; or
 - (2) Number of claims-made.

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

(This is Additional Coverage C.13. in Form HO 00 04; D.12. in Form HO 00 06 and E.9. in Form HO 00 08.)

SECTION I - PERILS INSURED AGAINST

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph b.(5) in Forms HO 00 02 and HO 00 06 (b.(4) in Form HO 00 04) is deleted and replaced by the following:

(5) To a building caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

SECTION I - EXCLUSIONS

The following exclusion is added.

10. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- When "fungi", wet or dry rot, or bacteria results from fire or lightning;
- b. 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; or
- c. 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:

- (1) 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;
- (2) 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
- (3) Any increase in loss under Coverage D Loss of Use and Additional Coverage 1. Debris Removal resulting from c.(1) and (2).

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

SECTION I - CONDITIONS

Condition **P. Policy Period** is deleted and replaced by the following:

P. Policy Period

This policy applies to loss or costs which occur during the policy period. (This is Condition **O**. in Form **HO 00 04**.)

SECTION II - CONDITIONS

Condition **A. Limit Of Liability** is deleted and replaced by the following:

A. Limit Of Liability

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

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in 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 will not be more than the Section **II** – Coverage **E** Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- Number of locations insured under the policy to which this endorsement is attached;
- 2. Number of persons injured;
- Number of persons whose property is damaged;
- 4. Number of "insureds"; or
- **5.** Number of "occurrences" or claims-made.

This sublimit is within, but does not increase, the Coverage **E** limit of liability. It applies separately to each consecutive 12-month period, starting with the policy effective date shown above.

All other provisions of the policy apply.

Sutton National Insurance Company

NO SECTION II – LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS LIMITED SECTION I – PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

- **A.** "Business", as defined in the policy, 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 or more activities:
 - (1) Not described in b. through d. below; and
 - (2) For which no "insured" receives more than \$2000 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".
- **B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- **C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
 - That an "insured" engages in for money or other compensation; and
 - 2. From which an "insured" receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

- D. With respect to C. above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
 - 1. Described in A.2. above, and
 - **2.** Engaged in for money by a single "insured"; may be considered a "business" if the \$2000 threshold is exceeded.
- **E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:
 - 1. Does not provide:
 - a. Section II coverages. This is because a "business" of an "insured" is excluded under E.2. of Section II – Exclusions;
 - b. Coverage, under Section I, for other structures from which any "business" is conducted; and
 - Limits Section I coverage, under Coverage C Special Limits of Liability, for "business" property:
 - a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category h. (e. in Form HO 00 08) imposes that limit on "business" property on the "residence premises";
 - b. Away from the "residence premises" for the home day care "business" to \$500. This is because Category i. (f. in Form HO 00 08) imposes that limit on "business" property away from the "residence premises". Category i. does not apply to property described in Categories j. and k. (g. and h. respectively in Form HO 00 08).

Sutton National Insurance Company Personal Property Replacement Cost Loss Settlement

Name of Insured: Doug Prop Manager McGuire		Endorsement Effective Date:	
Policy Number: 82174935	Policy Period: 2/13/2023 To 2/13/2	2024	Endorsement Number: N/A

The above information only needs to be completed when issued subsequent to initial preparation of policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Eligible Property

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

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

B. Ineligible Property

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

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

C. Replacement Cost Loss Settlement Condition

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

- We will pay no more than the least of the following amounts:
 - Replacement cost at the time of loss without deduction for depreciation;
 - **b.** The full cost of repair at the time of loss;
 - The limit of liability that applies to Coverage C, if applicable;
 - **d.** Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in A.2.a. f. above, the limit of liability that applies to the
- If the cost to repair or replace the property described in A. above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
- You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

- In the event that covered property is damaged or destroyed by a covered loss, we will pay your additional cost to repair or replace with property that meets the following standards regarding energy efficiency:
 - ENERGY STAR qualified appliances, including but not limited to, clothes washers and dryers, dishwasher, refrigerators and freezers;
 - **b.** ENERGY STAR qualified lighting fixtures, light bulbs, and ceiling fans; and
 - ENERGY STAR qualified computers, electronics and televisions.

All other provisions of this policy apply.

Sutton National Insurance Company Rental Income Coverage Endorsement

Name of Insured: Doug Prop Manager McGuire		Endorsement Effective Date:	
Policy Number: 82174935	Policy Period: 2/13/2023 To 2/1	3/2024	Endorsement Number: N/A

The above information only needs to be completed when issued subsequent to initial preparation of policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECTION I - ADDITIONAL COVERAGE

The following has been added:

RENTAL INCOME COVERAGE

If the "residence premises" or another rental unit at the "insured location" is uninhabitable due to a loss caused by an "insured" from one of the following perils: fire, smoke, explosion, or water damage, "we" will pay the property owner and/or property manager Loss of Rental Income. "Our" limit of liability for Rental Income Coverage is \$3,000.

- a. The amount paid on a daily basis will be calculated based on the occupants' monthly rent payment divided by 30.
- b. Under no circumstances will "we" pay more than \$1,000 per month, per unit.

Payment will be for the shortest time required to repair or replace the damage.

Cause of loss must have originated from the "residence premises".

We do not cover rent payments for more than 12 months after the date of loss.

All other provisions of the policy apply.

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Sutton National Insurance Company Tenants Amendatory Endorsement-Georgia

Name of Insured: Doug Prop Manager McGuire		Endorsement Effective Date:	
Policy Number: 82174935	Policy Period: 2/13/2023 To 2/13/2	2024	Endorsement Number: N/A

The above information only needs to be completed when issued subsequent to initial preparation of policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITIONS

Paragraph **5. a.** of the definition of "insured" is deleted and replaced with the following:

- 5. "Insured" means:
 - a. "You" and residents of "your" household who are:
 - (1) "Your" relatives: or
 - (2) Other persons under the age of 21 and in the care of any person named above; or

SECTION I - PROPERTY COVERAGES

A. Coverage C - Personal Property

 Covered Property is deleted and replaced by the following:

1. Covered Property

"We" cover personal property owned or used by an "insured" while it is anywhere in the world. "Our" limit of liability for personal property away from the "residence premises" is 10% of the limit of liability for Coverage **C**, or \$2,000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days immediately after "you" begin to move the property there.

Limit For Property At Other Residences is deleted and replaced by the following:

2. Limit For Property At Other Residences

"Our" limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or \$2,000, whichever is greater.

3. Special Limits Of Liability

Subparagraph e. is deleted and replaced with the following:

e. \$1,000 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.

Subparagraph I., m. and n. are added:

- \$1,000 on antiques, fine arts, paintings, sculptures, tapestries, rugs, statuary, memorabilia, collectibles and similar articles.
- m. \$1,000 or 10% of Coverage C, whichever is greater, for loss from items in a "motor vehicle", excluding those items that would be covered in paragraph j. and k. above.
- n. \$1,000 on fashion accessories. Fashion acces-

sories are decorative items that supplement one's garment and include, but are not limited to, belts, bowties, gloves, handbags, hats, leg warmers, leggings, neckties, pins, purses, scarves, shoes, stockings, sunglasses, suspenders, tights and wigs. Fashion accessories do not include jewelry, watches, furs, precious and semiprecious stones.

4. Property Not Covered

Paragraph **f.** is deleted and replaced with the following:

- f. Property of roomers, boarders and other tenants, except property of roomers and boarders who are related to or are an "insured".
- B. Coverage D Loss Of Use is deleted and replaced with the following:

B. Coverage D - Loss Of Use

The limit of liability for Coverage $\bf D$ is the total limit for the coverages in $\bf 1$. Additional Living Expense, $\bf 2$. Fair Rental Value and $\bf 3$. Civil Authority Prohibits Use below. In total the limit of liability under Coverage $\bf D$ is limited to 20% of Coverage $\bf C$ or \$2,000, whichever is greater.

1. Additional Living Expense

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" uninhabitable, "we" cover any necessary increase in living expenses incurred by "you" so that "your" household can maintain its normal standard of living.

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

2. Fair Rental Value

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by "you" uninhabitable, "we" cover the fair rental value of such premises less any expenses that do not continue while it is not uninhabitable.

Payment will be for the shortest time required to repair or replace such premises.

3. Civil Authority Prohibits Use

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

1. Loss Or Expense Not Covered

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

"We" do not cover loss or expense for more than 12 months after the date of loss. However, if the loss or damage is in California only, and relates to a government-declared state of emergency under the California Government Code, "we" will cover loss or expense up to 24 months.

The periods of time under 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use above are not limited by expiration of this policy; however, the events causing the "residence premises" to be uninhabitable or the civil authority order prohibiting use of the "residence premises" must have taken place during the policy period.

SECTION I - PERILS INSURED AGAINST

9. Theft is deleted and replaced with the following:

9. Theft

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen, provided a police report has been filed by the "insured".
- **b.** This peril does not include loss caused by theft:
 - (1) Committed by an "insured";
 - (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
 - (4) That occurs off the "residence premises" of:
 - (a) Trailers, semitrailers and campers;
 - **(b)** Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
 - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.
 - (5) By unexplained or mysterious disappearance.

SECTION I - CONDITIONS

The following have been added:

C. Duties After Loss

9. An "insured" who has made claim under this policy must notify "us" if they wish to obtain copies of any claim-related documents that relate to their claim. "Claim-related documents" means all documents that relate to the evaluation of damages, including, but not limited to, repair and replacement estimates and bids, appraisals, scopes of loss, drawings, plans, reports, third-party findings on the amount of loss, covered damages, and cost of repairs, and all other valuation, measurement, and loss adjustment calculations of the amount of loss, covered damage, and cost of repairs. However, work product and attorney-client privileged documents, and documents that indicate fraud by an "insured" or that contain medically privileged information, are excluded from the documents "we" are required to provide.

Any claim-related documents will be provided within 15 days after receipt of the request for such documents.

S. Adjusters

If, within a six-month period, "we" assign a third or subsequent adjuster to be primarily responsible for a claim, "we" shall, in a timely manner, provide "you" with a written status report. For purposes of this condition, a written status report will include a summary of any decisions or actions that are substantially related to the disposition of a claim, including but not limited to, the amount of loss to structures or personal property, the retention or consultation of design or construction professionals, the amount of coverage for loss to structures or personal property and all items of dispute.

T. "Your" Duty to Select and Maintain Policy Limits

The limit of liability for Coverage **C** may be adjusted annually to reflect changes in the cost of items of personal property, inflation and other factors. If the Coverage **C** limit of liability is adjusted, "we" will also increase the limits of liability for Coverage **D** by the same percentage applied to Coverage **C**. Any such change will be made on the renewal or annual anniversary date of this policy. However, it remains "your" responsibility to select and maintain adequate amounts of insurance on "your" personal property and loss of use.

SECTION II - EXCLUSIONS

Paragraph E., Coverage E – Personal Liability and Coverage F – Medical Payments to Others, paragraph 1. is deleted and replaced with the following:

1. Criminal Acts and Expected or Intended Injury

"Bodily injury" or "property damage" which is the result of a criminal act of an "insured" or which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- Is sustained by a different person, entity, real or personal property, than initially expected or intended.

This exclusion does not apply if the intended or expected act was committed to protect life or property.

Paragraph F., Coverage E – Personal Liability paragraph 3. is deleted and replaced with the following:

 "Property damage" to property rented to, occupied or used by or in the care of the "insured". This exclusion does not apply to "property damage" caused by fire, smoke, explosion or water damage.

The following has been added:

 "Personal Injury" of any sort, including but not limited to "bodily injury", psychological or emotional injury, or defamatory injury to reputation.

SECTION II - ADDITIONAL COVERAGES

Paragraph **A. Claim Expenses**, paragraph **1.** is deleted and replaced with the following:

A. Claim Expenses

"We" pay:

 Expenses "we" incur and costs taxed against an "insured" in any suit "we" defend; however, "we" will not pay any attorney's fees awarded to any person or party, whether such award arises out of contract, statute, rule of court or otherwise;

SECTION II - CONDITIONS

Section B. Severability Of Insurance is deleted.

SECTIONS LAND II - CONDITIONS

The following has been added.

H. Policy Amendments/Changes

Only the first named "insured" as shown in the Declarations is allowed to request changes or amendments to this policy. If such named "insured" moves or is in any way unable to make such requests, then "we" reserve the right to rewrite the policy applicable to the "residence premises" with a new first named "insured".

In the event that a monthly continuous policy term is selected, the following items are amended.

SECTIONS I AND II - CONDITIONS

Paragraph C.1. is replaced with the following:

C. Cancellation

1. For each monthly continuous policy, the premium for each policy period is fully earned on the effective date of the policy period for which the premium has been paid. If you have paid for a subsequent policy period, you may cancel the policy prior to the first day of that period by returning the policy to us or by notifying us in writing of the date cancellation is to take effect.

If you cancel the policy prior to the first day of a policy period, we will return the unused part of your premium.

Paragraph 3. is deleted.

The following condition is added:

I. Policy Period

- 1. This policy applies only to loss that occurs during the policy period as shown on the Declarations Page between the "From" and "To" dates. This policy is issued on a monthly continuous basis where the "To" date will be "Continuous".
- 2. A monthly continuous policy has an initial policy period of one calendar month from the "From" date and will remain in effect for each successive policy period of one calendar month unless you do not pay the required renewal premium when due prior to the end of the current policy period. You must pay us prior to the end of the current policy period or else this policy will expire.
- 3. Upon renewal, we may substitute or add forms and endorsements that are authorized for use with this policy in accordance with the manual rules in effect at the time.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - GEORGIA

SECTION I - PROPERTY COVERAGES

E. Additional Coverages

In all forms except HO 00 08:

8. Collapse

Paragraph **c.(2)** is replaced by the following:

(2) A part of a building that is standing, even if it has separated from another part of the building. However, if any part of the interior dwelling building separates from another part of the interior of the dwelling building, with the result that any part of the interior dwelling building cannot be occupied for its intended purpose, then this Paragraph c.(2) does not apply to that part of the building; or

(This is Paragraph C.8.c.(2) in Form HO 00 04 and D.8.c.(2) in Form HO 00 06.)

SECTION I - EXCLUSIONS

Paragraph **8. Intentional Loss** is replaced by the following:

8. Intentional Loss

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

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

- b. However, this exclusion will not apply to deny payment to an innocent co-"insured" if the loss:
 - (1) Arose out of family violence or sexual assault; and
 - (2) Is caused by the intentional act of an "insured" against whom a family violence or sexual assault complaint is brought for the act causing the loss.
- c. If we pay a claim pursuant to Paragraph 8.b., our payment to the innocent co-"insured" is limited to that "insured's" insurable interest in the property. In no event will we pay more than the Limit of Liability.

(This is Exclusion A.8. in Forms HO~00~03 and HO~00~05.)

SECTION I - CONDITIONS

In Forms HO 00 02, HO 00 03 and HO 00 05:

The lead-in paragraph in Paragraph **D. Loss Settlement** is replaced by the following:

In this Condition **D.**, the terms "cost to repair or replace" and "replacement cost" do not include:

- Any compensation for actual or perceived reduction in the market value of any property; or
- 2. The increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in E.11. Ordinance Or Law under Section I – Property Coverages.

Covered property losses are settled as follows:

In Form HO 00 06:

The last paragraph in Paragraph **D. Loss Settlement** is replaced by the following:

In this provision, the terms "repaired" or "replaced" do not include:

- **a.** Any compensation for actual or perceived reduction in the market value of any property; or
- b. The increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in D.10.
 Ordinance Or Law under Section I – Property Coverages.

In Form HO 00 08:

The last paragraph in Paragraph **D. Loss Settlement** is replaced by the following:

In this provision, the terms "repair" and "replace" do not include:

- Any compensation for actual or perceived reduction in the market value of any property; or
- **2.** The increased costs incurred to comply with the enforcement of any ordinance or law.

L. Mortgage Clause

Paragraph 3. is replaced by the following:

3. If we decide to cancel or not renew this Policy, the mortgagee will be notified at least 30 days before the date cancellation or nonrenewal takes effect. If the Policy has been in effect for less than 60 days or is cancelled for nonpayment of premium, the mortgagee will be notified at least 10 days before the date cancellation takes effect.

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

SECTION II - EXCLUSIONS

E. Coverage E – Personal Liability And CoverageF – Medical Payments To Others

Paragraph **8.** is replaced in all forms and Endorsement **HO 24 73** by the following:

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs.

However, this exclusion does not apply:

- (1) To the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional; or
- (2) Where the involvement with controlled substance(s) is not within the knowledge of any "insured".

(This is Exclusion 9. in HO 24 73.)

SECTIONS I AND II - CONDITIONS

C. Cancellation

Paragraphs 1., 2., 2.a., 2.b., 2.c. and 4. are replaced by the following:

- 1. You may cancel this Policy at any time by:
 - a. Returning this Policy to us; or
 - b. Giving us or our authorized agent advance notice of cancellation in one of the following ways:
 - (1) Orally;
 - (2) Electronically; or
 - (3) Mailing or delivering to us written notice;

stating a future date on which the Policy is to be cancelled, subject to the following:

- **a.** If only your interest is affected, the effective date of cancellation will be either the date:
 - (1) This Policy is returned to us;
 - (2) We receive your notice of cancellation;
 - (3) Specified in the notice;

whichever is later.

However, upon our receipt of your notice of cancellation, we may waive the requirement that the notice state the future effective date of cancellation, as provided in either 1.a.(1), 1.a.(2) or 1.a.(3) above, by confirming to you the date and time of cancellation.

b. If by statute, regulation or contract, this Policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practicable after receiving your request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or
- (2) The effective date of cancellation stated in your notice to us.
- c. In the event of oral cancellation, we shall, within 10 days provide you, electronically or in writing, confirmation of such requested cancellation.
- **d.** We may require that you provide written, electronic or other recorded verification of the request for cancellation prior to such cancellation taking effect.
- 2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, together with our reasons for cancellation, may be delivered to you, or mailed to you at your last known mailing address. A receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service will be sufficient proof of notice.

- a. When you have not paid the premium, whether payable to us or to our agent, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the cancellation effective date takes effect.
- c. When this Policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
 - (1) Upon discovery of fraud, concealment of a material fact or material misrepresentation made by, or with the knowledge of, any "insured" in obtaining this Policy, continuing the Policy, or presenting a claim under this Policy;
 - (2) Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
 - (3) Upon the violation, by the "insured", of any of the material terms or conditions of the Policy.

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

4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it no later than the date cancellation takes effect.

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

D. Nonrenewal

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your last known mailing address, and to any lienholder named in the Policy, written notice, together with our reasons for nonrenewal, at least 30 days before the expiration date of this Policy.

A receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service will be sufficient proof of notice.

The following provision is added:

H. 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.

All other provisions of this Policy apply.

Sutton National Insurance Company BIOHAZARD CLEAN-UP

Under the **LIABILITY SECTION**, the following item E. is added under **SECTION II - ADDITIONAL COVERAGES**:

E. In the unfortunate circumstance of the death of an **insured**, that occurs in the **residence premises**, this policy will provide up to \$2,000 for Biohazard Clean-up, in excess of any applicable security deposit that is a part of the lease/rental agreement. Biohazard Clean-up includes biohazard recovery, decontamination, and blood cleanup performed by a company specifically licensed and/or certified to perform such services.

This coverage does not apply to any resulting damage to personal property. This coverage is limited to the **residence premises**. The **insured** means you and any person residing at the **residence premises**, but only if that person is listed on the lease, rental agreement or mortgage agreement that applies to the **residence premises** for this coverage to apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

SCHEDULE

Limited Water Back-up And Sump Discharge Or Overflow Limit Of Liability: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section I – Property Coverages

The following coverage is added:

We will pay up to the Limit Of Liability shown in the Schedule for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or waterborne material. which:

- Originates from within the dwelling where you reside and backs up through sewers or drains; or
- 2. Overflows or is discharged from a:
 - a. Sump, sump pump; or
 - **b.** Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverage A, B, C or D stated in the Declarations.

B. Section I - Perils Insured Against

With respect to the coverage provided under this endorsement, Paragraphs:

A.2.c.(6)(b) in Form HO 00 03;

A.2.e.(2) in Form HO 00 05;

2.j.(2) in Endorsement HO 05 24;

3.j.(2) in Endorsement HO 17 31; and

2.c.(6)(b) in Endorsement HO 17 32;

are replaced by the following:

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

C. Section I - Exclusions

The Section **I** – **Water** Exclusion does not apply to the coverage provided under this endorsement.

All other provisions of this policy apply.

Policyholders Advisory Notice

OPTIONAL ENDORSEMENTS / COVERAGES

At any time, you may opt out of any optional coverage and/or endorsements added to your policy as shown on your Declarations Page. You may do this by contacting your agent at (877) 577-0850.

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Policyholders Advisory Notice

TENANTS OR LIABILITY CONSENT TO ELECTRONIC FORM AND DELIVERY OF INSURANCE TRANSACTION DOCUMENTS NOTICE

This consent to electronic form and delivery of insurance transaction documents is made by the and between Millennial Specialty Insurance, on behalf of Sutton National Ins Company and Doug Prop Manager McGuire.

Scope of Consent

You hereby agree to accept from Millennial Specialty Insurance electronic form and delivery of insurance transaction documents (hereinafter "Documents") as permitted under applicable laws. However, this consent shall not preclude Millennial from sending certain Documents by U.S. Mail or other means. You retain the right to receive paper copies of any Document received electronically under this agreement. You may also request paper copies in addition to the electronic copies.

Electronic Delivery of Documents

You acknowledge that electronic delivery of Documents will occur when the Documents are made available on the Millennial Specialty Insurance Self-Servicing website accessible through (www.msimga.com). You are responsible at all times to notify us immediately in the event of any changes to your e-mail address by either accessing the Self-Servicing website (www.msimga.com) to update your email address or by contacting us at (877) 577-0850. If you are unable to retrieve an electronic Document, you can telephone us at (877) 577-0850. If electronic delivery fails, we will take other measures to provide you with delivery of the Documents.

System Requirements

You agree that the system intended for receipt and viewing of Documents conforms to the following technical requirements:

- Browsers: Internet Explorer, Safari, Chrome, Firefox, Edge
- Needed Software/Electronic Document Formats: Use of Adobe Acrobat Reader or equivalent for PDF files; Word program for Word files. The Adobe Reader software is available free of charge from Adobe's website www.adobe.com
- Access to an account with an Internet service provider and ability to send and receive e-mail that contains hyperlinks to websites.
- Sufficient electronic storage capacity on your hard drive or other data storage unit in order to download and save electronic Documents.
- A printer that is capable of printing from your browser, e-mail software or hard drive or other data storage unit, in order to print paper copies of electronic Documents.

You consent to electronic form and delivery by choosing that option in the registration process; this step acknowledges access to electronic Documents in your system. Millennial agrees to notify you of any changes or updates regarding these system requirements should they arise in the future.

Security

To insure your privacy, you will be required to log in to the designated website each time to access Documents or other communications, using a personal ID and Password. Your login and Documents are encrypted and protected by secure socket layer technology.

CONSENT NOTICE 07 20 Page **51** of **54**

Policyholders Advisory Notice

Withdrawal of Consent

You retain the right to withdraw consent for electronic form and delivery of Documents at any time by notifying Entrata Insurance Agency, LLC of such revoked consent by telephone (877) 577-0850 or by writing to Millennial Specialty Insurance, 8821 Davis Blvd. Ste. 500, Keller, TX, 76248.. Upon revocation of this consent, we will communicate all Documents via regular U.S. Mail delivery to the last known designated insured's mailing address. You agree to allow us a reasonable time to resume providing Document information covered by this consent in paper form. Withdrawal of your consent will not affect the legal validity and enforceability of any Documents received electronically. If you later decides to reenroll in the electronic form and delivery of Documents, you must repeat the consent process.

Notification of Change of Designated Electronic Transmittal Address(es)

In the event your address changes, you agree to notify us by telephone (877) 577-0850 and supply us with the new address.

CONSENT NOTICE 07 20 Page **52** of **54**

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

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

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

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

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

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

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

FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.