

## CHUBB.

This part of your Masterpiece Policy provides you with coverage against all risk of physical loss to your house unless stated otherwise or an exclusion applies.

"House" means the main one-family or two-family dwelling at each Maine location with Deluxe House Coverage shown in the Coverage Summary.

## Payment for a Loss

### Amount of coverage

The amount of coverage for each house for each occurrence is shown in the Coverage Summary.

To help you and us agree on the appropriate amount of coverage, we may, but are not obligated to, conduct appraisals of your house and other permanent structures and also make periodic adjustments to the amount of coverage. It is your duty to advise us of additions, alterations or renovations to your house or other permanent structures at the beginning of, throughout, and at the completion of construction so that the amount of coverage for your house or other permanent structures can be adjusted to maintain an appropriate amount of coverage based on the construction cost information you provide.

At the time of a covered loss, the amount of coverage for your house will be adjusted to include any increase in the United States Consumer Price Index calculated from the beginning of the policy period.

#### **Deductibles**

A deductible is that amount we will subtract from the amount of a covered loss in determining the amount we will pay. Either the base deductible listed in the Coverage Summary or one or more of the special deductibles applies to each occurrence, unless stated otherwise.

**Special deductibles.** If more than one special deductible applies to a covered loss (other than the construction deductible or the vacant house deductible), the special deductible with the greatest dollar amount applies to the covered loss.

If any individual or combination of the following special deductibles applies to a covered loss, the greatest dollar amount of any other applicable special deductible and any of these applicable deductibles will be combined, and the total amount of all applicable deductibles will be applied to the covered loss:

- the construction deductible: or
- the vacant house deductible

**Construction deductible.** In lieu of the base deductible, a 5% special construction deductible applies to each occurrence if at any time during the policy period:

- you are newly constructing your house;
- you are newly constructing an other permanent structure which will equal or exceed 10% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss; or
- you are constructing additions, alterations, or renovations to your house or an other permanent structure which will equal or exceed the lesser of 10% of the amount of coverage for the house at the time of a covered loss or \$500,000,
- and you or your agent did not notify us, and the covered loss commenced at such house or other permanent structure.



## Payment for a Loss

(continued)

This construction deductible applies to your house, contents and extra coverages. The dollar amount of this deductible is equal to 5% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss.

If the dollar amount of the base deductible is greater than the dollar amount of the construction deductible, the dollar amount of the construction deductible is increased to the dollar amount of the base deductible. This construction deductible applies in addition to the greatest of any other special deductible that applies to the covered loss.

**Vacant house deductible.** In lieu of the base deductible, a 5% special vacant house deductible applies to each occurrence if your house has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and you did not notify us it would be vacant.

This vacant house deductible applies to your house, contents and extra coverages. The dollar amount of this deductible is equal to 5% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss. If your house coverage amount is increased because of extended replacement cost, the deductible will be based on the increased amount. If the dollar amount of the base deductible is greater than the dollar amount of the vacant house deductible, the dollar amount of the vacant house deductible is increased to the dollar amount of the base deductible. This vacant house deductible applies in addition to the greatest of any other special deductible that applies to the covered loss.

#### Payment basis

Your Coverage Summary indicates the payment basis for each house.

"Reconstruction cost" means the lesser of the amount required at the time of loss to repair, replace or rebuild, at the same location, your house or any other permanent structure, using like design, and materials and workmanship of comparable kind and quality. This includes the reasonable cost for matching to ensure visual continuity with any adjacent undamaged portions of your house or other permanent structure consisting of the same materials.

"Reconstruction cost" does not include any amount required for:

- the excavation, replacement or stabilization of land under or around your house or any other permanent structure;
- conforming to any law or ordinance that regulates the repair, replacement, rebuilding or demolition of your house or any other permanent structure; or
- removing the debris of a covered loss or the property that caused a covered loss.

**Extended replacement cost.** If the payment basis is extended replacement cost, we will pay the reconstruction cost even if this amount is greater than the amount of coverage for your house as shown in the Coverage Summary or the amount of coverage for other permanent structures as shown in the Coverage Summary.

Extended replacement cost is provided on the condition that you maintain at least the amount of coverage for your house as previously agreed to, including any adjustments by us based on appraisals, revaluations and annual adjustments for inflation.



## Payment for a Loss

(continued)

If you have a covered partial loss to your house or other permanent structure and do not begin to repair, replace, or rebuild the lost or damaged property within 180 days from the date of loss or a later date if agreed to by us, we will only pay the reconstruction cost, less depreciation.

Your payment basis however will be Verified replacement cost if at the time of a covered loss:

- you have renovated or constructed additions to your house or other permanent structure and the square footage is more than 25% greater than the square footage since we last inspected your house or other permanent structure, or the last time you notified Chubb in writing of any square footage increases;
- you have a covered total loss to your house or other permanent structure and do not begin to replace or rebuild the lost or damaged property within 180 days from the date of loss or a later date if agreed to by us.
- you do not repair, replace, or rebuild your house or other permanent structure at the same location.

Your payment basis however will be Conditional replacement cost If at any time during any policy period of this coverage:

- you are newly constructing your house;
- you are newly constructing an other permanent structure which will equal or exceed 10% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss; or
- you are constructing additions, alterations, or renovations to your house or an other permanent structure which will equal or exceed the lesser of 10% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss or \$500,000.
- Conditional replacement cost will remain your payment basis until construction is completed.

  Your duty: It is your duty to notify your agent or broker at the beginning of, throughout, and at the completion of construction so that the amount of coverage for your house or other permanent structures can be adjusted to maintain an appropriate amount of coverage based on the construction cost information you provide. This is to reduce the possibility of being underinsured.
- If you cannot repair, replace, or rebuild your house because your primary mortgagee or its assignees has recalled your mortgage, we will pay the reconstruction cost up to the amount of coverage shown in the Coverage Summary for your house, minus what is due to the mortgagee.

**Verified replacement cost.** If the payment basis is verified replacement cost, we will pay the reconstruction cost of:

- your house up to the amount of coverage shown in the Coverage Summary; and
- other permanent structures up to the amount of coverage for other permanent structures, whether or not you actually repair, replace, or rebuild.

Verified replacement cost is provided on the condition that you maintain at least 90% of the full amount of coverage we recommend for your house, including any adjustments by us based on appraisals, revaluations and annual adjustments for inflation.

If you have a covered partial loss to your house or an other permanent structure, and do not begin to repair, replace, or rebuild the lost or damaged property within 180 days from the date of loss or a later date if agreed to by us, we will only pay the reconstruction cost less depreciation.



## Payment for a Loss

(continued)

**Conditional replacement cost.** If the payment basis is conditional replacement cost, our payment will be the greater of the following:

- the reconstruction cost less depreciation; or
- the proportion of the covered loss to your house or other permanent structure determined by dividing the amount of coverage for your house as shown in the Coverage Summary, by 80% of the amount required to rebuild your entire house.
- However, our payment will not exceed the lesser of:
- the reconstruction cost; or
- the amount of coverage for your house as shown in the Coverage Summary or the amount of coverage for other permanent structures.

If you have a covered partial loss to your house or an other permanent structure, and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, our payment will be the lesser of the following:

- the reconstruction cost less depreciation; or
- the proportion of the covered loss to your house or other permanent structure determined by dividing the amount of coverage for your house as shown in the Coverage Summary by 80% of the amount required to rebuild your entire house.
- However, our payment will not exceed the lesser of:
- the reconstruction cost; or
- the amount of coverage for your house as shown in the Coverage Summary or the amount of coverage for other permanent structures.

**Limited ability to rebuild.** If the repair, replacement, or rebuilding of your home, excluding rebuilding to code, would cost more than 50% of the amount of coverage for the house as shown in the Coverage Summary at the time of loss; and the requirements of conforming to any law or ordinance prohibit you from repairing, replacing, or rebuilding at least 90% of your home's square footage that existed prior to the loss; we will pay the loss as if it were a total loss and the payment basis will be verified replacement cost.

# Deluxe House Coverage

In Deluxe House Coverage, a "covered loss" includes **all risk** of physical loss to your house or other property covered under this part of your Masterpiece Policy, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

In lieu of the definition for "business" in the Introduction, the following definition of "business" applies:

"Business" means any employment, trade, occupation, profession, or farm operation including the raising or care of animals or any activity intended to realize a benefit or financial gain engaged in on a full-time, part-time or occasional basis.



In addition to covering the physical loss to your house, we also provide other related coverages. These coverages are in addition to the amount of coverage for your house unless stated otherwise or an exclusion applies. All deductibles apply to Extra Coverages unless stated otherwise. Exclusions to these coverages are described in **Exclusions**.

## Other permanent structures

We cover other permanent structures on the grounds of your house. For each occurrence, we will pay up to a total of 20% of the amount of house coverage for the location at which a covered loss to these structures occurs, plus any additional amount of coverage shown in the Coverage Summary for "other permanent structures" at this location. The same payment basis applies to other permanent structures as to the house itself.

#### Homeowner assessments

We cover your share of an assessment charged against you during the policy period by your homeowners association. But the assessment must be a result of:

- physical loss to property owned collectively by all homeowners that would be covered under this policy if the same physical loss occurred to your house or other permanent structure; or
- an occurrence that would be covered under personal liability coverage if personal liability coverage is shown in the Coverage Summary or under any other personal insurance policy issued by a direct or indirect subsidiary of Chubb Limited providing you with personal liability coverage.

We will not pay homeowner assessments resulting from an earthquake even if earthquake coverage is shown in your Coverage Summary for that location. But we do insure homeowner assessments resulting from ensuing covered loss due to fire, explosion, theft or glass breakage unless an exclusion applies.

We will pay up to \$50,000 for any one occurrence, regardless of the number of assessments. But we will not pay more than \$5,000 in any one occurrence for assessments that result from a deductible in your homeowners association's insurance.

However, if the date of the physical loss or the occurrence that triggered the homeowners assessment occurred prior to the effective date of the policy period in which the assessment was charged and the house at the time of the loss was not listed on this or any other policy issued by a direct or indirect subsidiary of Chubb Limited, we will pay up to the limit that was in effect with your prior policy, but not more than \$2,000, for any one occurrence.

In the Policy Terms, General Conditions, Policy period, the following condition does not apply to Homeowner assessments: All coverages on this policy apply only to occurrences that take place while this policy is in effect.

There is no deductible for this coverage.



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### Additional living expenses

Under certain conditions when your house or other permanent structure cannot be lived in because of a covered loss to your house or other permanent structure or, if applicable, its contents, we provide coverage for additional living expenses which consists of extra living expenses, loss of fair rental value, and forced evacuation expenses. If Limited additional living expenses coverage is shown in the Coverage Summary, the amount shown for this limited coverage is the maximum amount we will pay for all additional living expenses combined for each occurrence. There is no deductible for this coverage.

"Contents" means personal property you, a family member, or a domestic employee owns or possesses covered by us.

**Extra living expenses.** If a covered loss makes your house or other permanent structure uninhabitable, we cover the reasonable increase in your normal living expenses that is necessary to maintain your household's usual standard of living, including the boarding of domestic animals not primarily owned or kept for business use. We will pay for the boarding of your domestic animals displaced from an other permanent structure even when you have not been displaced by the covered loss. We cover these increases to your normal living expenses for a period of time commencing with the date of loss and ending with the earliest of the following:

- the reasonable amount of time required to restore your house or other permanent structure to a habitable condition:
- the shortest amount of time required to settle elsewhere if you or members of your household permanently relocate;
- the reasonable amount of time required to restore the house or other permanent structure to the condition it was in prior to the covered loss if you are newly constructing your house or other permanent structure or constructing additions, alterations, or renovations to your house or other permanent structure at the time of a covered loss, but we will only cover the increase in your normal living expenses incurred by you; or
- up to two years from the date of loss, or a later date if agreed to by us.

If your house is vacant at the time of the covered loss or you are temporarily not living in your house because of construction or renovation prior to the covered loss, then we do not cover Extra living expenses.

However, if your planned move-in date is extended due to the covered loss, we will only pay Extra living expenses beyond the planned move-in date.

You must inform us of your decision whether you intend to repair, replace, or rebuild the house or other permanent structure, or to permanently relocate, within 180 days from the date of loss, or a later date if agreed to by us. If you do not inform us of your decision by this date, the extra living expenses will cease in 30 days.

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



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**Fair rental value.** If a covered loss makes a part of your house or other permanent structure which you usually rent to others uninhabitable, we cover its fair rental value during the period of time it is usually rented for the reasonable amount of time required to restore it to a habitable condition. We will cover the fair rental value for a period of time commencing with the date of loss and ending with the earliest of the following:

- the reasonable amount of time required to restore your house or other permanent structure to a habitable condition; or
- up to two years from the date of loss, or a later date if agreed to by us.

However, you must inform us of your decision whether you intend to repair, replace, or rebuild the house or other permanent structure, within 180 days from the date of loss, or a later date if agreed to by us. If you do not inform us of your decision by this date, the coverage for fair rental value will cease in 30 days.

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

Forced evacuation expenses. If you evacuate your house or other permanent structure due to a reasonable threat of a loss covered under this policy, or you are forced to evacuate by a civil authority as a direct result of a covered peril, we cover the reasonable increase in your normal living expenses incurred by you that is necessary to maintain your household's usual standard of living, including the boarding of domestic animals not primarily owned or kept for business use. We also cover any loss in fair rental value if your house or other permanent structure is usually held for rental, but we do not cover any loss of rents due to cancellation of a lease or agreement. However, if we determine after the threat of loss is over that there is no covered loss to your house or other permanent structure that makes it uninhabitable, this extra coverage will cease, unless a civil authority prohibits you from use of your house or other permanent structure due to a peril covered under this policy.

We cover these forced evacuation expenses for up to 30 consecutive days, even if the policy period ends during that time.

#### Land

Whenever there is a covered loss to your house or other permanent structure and the related repair, replacement, or rebuilding requires excavation, replacement or stabilization of land under or around your house or other permanent structure, we will pay the necessary cost for the excavation, replacement, or stabilization of the land. The amount of coverage is 10% of the amount of the covered loss to your house or other permanent structure, but not less than \$10,000.

#### Landscaping

We cover trees, shrubs, plants, and lawns, which are on the grounds of your house and other permanent structures, against certain kinds of perils. These are fire, lightning, explosion, civil disturbance, vandalism, malicious mischief, theft, and loss caused by a vehicle or aircraft.

We will pay up to a total of 5% of the amount of coverage for the house at which the loss occurs, but not more than \$10,000 for any one tree, shrub, or plant. If your payment basis is extended replacement cost, the 5% is applied to the increased amount of coverage.



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This extra coverage does not apply to naturally occurring or native grown vegetation, including but not limited to brush, woodlands, forests, grasslands, wetlands or mangroves. We also do not cover vineyards, sod farms, tree farms, orchards, and crops or plants containing cannabinoids grown or used primarily for business purposes.

This extra coverage applies only if you begin to repair or replace the lost or damaged property within 180 days of the date of loss, or a later date if agreed to by us.

#### Tree removal

Unless covered elsewhere under this policy, we will pay the reasonable expenses you incur up to a total of \$1,000 for each occurrence to remove trees fallen due to wind, hail, sleet or the weight of ice or snow. These payments apply only to fallen trees at a location shown in the Coverage Summary.

#### Fire or police department charges

If a fire or police department is called to protect your house or its grounds against a covered loss, we will pay up to \$1,000 for any charges imposed by law or assumed by written agreement. There is no deductible for this coverage.

#### Lock replacement

If the keys or remote unlocking devices to the exterior doors of your house or other permanent structure or to an electronic gate which you own and used solely for your house or other permanent structure, are lost or stolen, we will pay the cost to re-key or replace the locks or remote unlocking devices, whichever is less, up to \$2,000. There is no deductible for this coverage.

#### **Debris removal**

Unless covered elsewhere under this policy, we cover the reasonable expenses you incur made necessary by a covered loss to demolish damaged covered property, if necessary, and remove debris of the covered loss including the property that caused a covered loss.

### Temporary precautionary repairs

After a covered loss, we cover the reasonable expenses you incur for necessary temporary precautionary repairs made solely to protect your house or other permanent structure against further covered damage. These payments do not increase the amount of coverage for your house or other permanent structures.

#### Construction materials

We cover the materials and supplies owned by you on the grounds of your house for use in the construction, alteration, and repair of your house or other permanent structures. These payments apply only to a covered loss, and they do not increase the amount of coverage for your house or other permanent structures.



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### Rebuilding to code

After a covered loss to covered property, we cover the increased cost you incur of conforming to any law or ordinance, that was in place at the time of the loss, that requires or regulates:

- the repair, replacement, or rebuilding of the damaged portion of your house or other permanent structure made necessary by the covered loss;
- the demolition, replacement, or rebuilding of the undamaged portion of your house or other permanent structure necessary to complete the repair, replacement, or rebuilding of the damaged portion of your house or other permanent structure; or
- the demolition of the undamaged portion of your house or other permanent structure when your house or other permanent structure must be totally demolished.
   However, we will not pay for
- the cost you incur to conform to any law or ordinance that is not a direct result of the covered loss.;
- any loss in value to covered property due to the requirements of any ordinance or law; or
- the costs to comply with any ordinance or law which requires you 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 your house or other permanent structure

This coverage is limited at the time of a covered loss if Limited rebuilding to code coverage is shown in the Coverage Summary for your location(s).

If the Limited ability to rebuild provision applies and you repair, replace or rebuild your house at the same location, the maximum amount of Rebuilding to code coverage for each occurrence is limited to the amount of Rebuilding to code coverage shown in your Coverage Summary, or 30% of the amount of coverage for your house at this location shown in your Coverage Summary, whichever is less at the time of a covered loss.

This coverage does not apply unless you repair, replace, or rebuild your house or other permanent structure at the same location.

# GreenWise® utility expenses

As described below, if you have a covered loss to your solar, wind, or geothermal electrical power-generating system or to your alternative water system on the grounds of your house, we provide coverage for GreenWise utility expenses, which consists of power utility expenses, power utility income, and alternative water expenses. The maximum amount we will pay for all GreenWise utility expenses combined for each occurrence is \$50,000. These payments do not increase the amount of coverage for your house or other permanent structures. There is no deductible for this coverage.

**Power utility expenses.** If a covered loss to your solar, wind, or geothermal electrical power-generating system on the grounds of your house makes it necessary for you to purchase all of your electrical power from a power utility company, we cover the increase in these utility expenses for the reasonable amount of time required to restore or replace the system, even if the policy period ends during that time.



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**Power utility income.** If a covered loss to your solar, wind, or geothermal electrical power-generating system on the grounds of your house causes a loss of your power utility income, we cover this loss of your power utility income for the reasonable amount of time required to restore or replace the system, even if the policy period ends during that time.

"Power utility income" means income paid to you, or renewable energy certificates or other similar monetary credits issued to you, by a power utility company for income or credits you earn from the excess electrical power produced by your solar, wind, or geothermal electrical power-generating system. We average the income or the value of the certificates or credits over the 12-month period immediately prior to a covered loss.

**Alternative water expenses.** If a covered loss to your alternative water system makes it necessary for you to purchase replacement water for residential watering of the grounds of your house, we cover the increase in these water expenses for the reasonable amount of time required to restore or replace the system, even if the policy period ends during that time. However, we do not cover this increase if the covered loss is to only the system's sprinkler heads.

"Alternative water system" means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of your house to supply or reuse non-potable, untreated or partially-treated household wastewater, ground water, or rain water, also called "gray water", for residential watering of the grounds of your house in accordance with your local building codes. Alternative water system does not include a water well.

Coverage for power utility expenses, power utility income, and alternative water expenses applies only if you begin to repair or replace the applicable lost or damaged solar, wind, or geothermal electrical power-generating system or your alternative water system within 180 days of the date of loss, or a later date if agreed to by us.

#### Water detection expense

We will reimburse you up to \$5,000 for the reasonable cost and installation of a water leak detection and control system following a covered water damage loss to your house shown in the Coverage Summary, to its other permanent structures, or to other property in these structures covered under this policy. This extra coverage applies only if:

- the amount of the covered water damage loss to covered property is \$10,000 or more prior to the application of any applicable deductible;
- the covered water damage loss is caused by a leak or break in a plumbing, heating, or air conditioning system; and
- the installation of a water leak detection and control system would protect against a similar loss in the future and was the first time such a system was installed in your house or other permanent structures, which had the covered water damage loss.

These payments do not increase the amount of coverage for your house or other permanent structures.



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"Water leak detection and control system" means a system in your house or its other permanent structures that monitors:

- areas containing plumbing devices, appliances, and other outlets for a water leak and if detected, closes the main water supply line; or
- unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply line.

There is no deductible for this expense.

#### Generator installation expense

We will reimburse you for the reasonable cost of labor you incurred, up to \$2,500, to install a "generator system" following a covered water damage loss to your house shown in the Coverage Summary, to its other permanent structures, or to other property in these structures covered under this policy. This extra coverage applies only if:

- the amount of the covered water damage loss to covered property is \$10,000 or more prior to the application of any applicable deductible; and
- the covered water damage loss is caused by frozen pipes or failure of sump pumps due to loss of electrical power.

These payments do not increase the amount of coverage for your house or other permanent structures.

"Generator system" means a generator that can automatically supply backup electricity to maintain operation to critical loads such as a sump pump, heating system, refrigerator or a freezer, and alarms or residential fire sprinkler system, if applicable, for your house or other permanent structures when there is a loss of electrical power.

There is no deductible for this expense.

#### Mine subsidence

We cover your house and other permanent structures on the grounds of your house against direct loss caused by mine subsidence.

Mine subsidence means loss caused by lateral or vertical movement of a man-made underground mine or underground mine related excavations including any resulting collapse of your house or other permanent structures on the grounds of your house, including but not limited to coal, clay, limestone, and fluorspar mines. Mine subsidence does not mean loss caused by collapse of storm and sewer drains, and rapid transit tunnels.

The amount of coverage is limited to the amount shown in the Coverage Summary.

The exclusions of loss caused by structural movement, and earth movement in this policy do not apply to mine subsidence.



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#### Mold remediation expenses

We provide coverage for mold remediation expenses you incur, made necessary by a covered water damage loss to your house shown in the Coverage Summary, or its other permanent structures, or by a covered water damage loss to your contents anywhere in the world if contents coverage is shown in the Coverage Summary for this location. For an occurrence, the maximum amount of coverage for mold remediation expenses is \$10,000, plus any additional amount of coverage shown in the Coverage Summary for mold remediation expenses at this location. These payments do not increase the amount of coverage for your house, other permanent structures, or contents.

"Mold remediation" means the reasonable and necessary costs not otherwise covered for:

- testing the indoor air quality of your house or other permanent structure for mold;
- testing the surfaces and materials of your house, other permanent structure or contents for mold;
- · developing a mold remediation plan; and
- implementing that mold remediation plan including the clean up, removal, containment, treatment, or disposal of mold.
- "Mold remediation" also means the reasonable and necessary costs, including the increased cost, not otherwise covered for:
- removing debris solely due to mold; and
- repairing or replacing covered property damaged or removed solely due to mold.

We also provide coverage for temporary relocation expenses you incur, made necessary by mold remediation. For each occurrence, we will pay up to 20% of the total amount of mold remediation expense coverage. There is no deductible for temporary relocation expenses.

"Temporary relocation expenses" means:

- the reasonable increase in your normal living expenses that is necessary to maintain your household's usual standard of living for the reasonable amount of time required to complete mold remediation; and
- the fair rental value of that part of your house rented or held for rental, for the reasonable amount of time required to complete mold remediation, during the period of time it is usually rented.

"Contents" means personal property you or a family member owns or possesses covered by us.

"Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

We will not make any additional payments for mold remediation expenses or temporary relocation expenses under any other Extra Coverage.

The amount of coverage for mold remediation expenses and temporary relocation expenses for your house is the most we will pay for the sum of all mold remediation expenses and temporary relocation expenses, regardless of the number of covered water damage losses that occur during the policy period.



#### **Exclusions**

These exclusions apply to your Deluxe House Coverage, including the Extra Coverages, unless stated otherwise.

The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril; regardless of any other cause or event contributing concurrently or in any sequence to the loss.

**Gradual or sudden loss.** We do not provide coverage for the presence of wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, or warping, however caused, or any loss caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, or warping. We also do not cover any loss caused by inherent vice, latent defect or mechanical breakdown. But we do insure ensuing covered loss unless another exclusion applies.

**Contamination.** We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

**Loss by animals.** We do not cover any loss caused by:

- bats, birds, insects, rodents, mollusks;
- animals owned or kept by you or a family member; or
- nesting or infestation, discharge or release of waste products or secretions by any animals.
   However, we do cover loss to glass that is part of a building, storm door, or storm window, and ensuing covered loss unless another exclusion applies.

**Structural movement.** We do not cover any loss caused by the settling, cracking, shrinking, bulging, or expansion of bulkheads, pavements, patios, landings, steps, footings, foundations, walls, floors, roofs, or ceilings except loss to glass that is part of a building, storm door, or storm window. But we do insure ensuing covered loss unless another exclusion applies.

**Special rules for escaping water.** If any of the causes of loss previously described in the exclusions for Gradual or sudden loss, Contamination, Loss by animals, or Structural movement cause water to escape from within a household appliance, swimming pool, or plumbing, heating, or air conditioning system, we cover the loss caused by the water. We provide this coverage unless an exclusion applies other than the exclusions for Gradual or sudden loss, Contamination, Loss by animals, or Structural movement. This coverage also includes the cost of tearing out and replacing any part of the house or other permanent structure necessary to repair the appliance, swimming pool, or system. We do not cover loss to the appliance, swimming pool, or system itself.

**Freezing water.** We do not cover any loss caused by water freezing in a plumbing, heating, or air conditioning system, or household appliance if the house or other permanent structure is vacant, unoccupied, or being constructed, unless you used reasonable care to maintain heat by setting the thermostat to a temperature no lower than 55 degrees Fahrenheit in the building or shut off and drained the system or appliance. But we do insure ensuing covered loss unless another exclusion applies.



#### **Exclusions**

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"Unoccupied" means the residents of the home have been absent for 30 or more consecutive days.

**Surface water.** We do not cover any loss caused by:

- flood, accumulation of rainwater on the ground, surface water, wave action, including tidal wave and tsunami, tides, tidal water, seiche, overflow of water from a body of water, spray or surge from any of these, even if driven by wind;
- water borne material from any of the above, including when any such waters or water borne material
  enters and backs up or discharges from or overflows from any sewer or drain, located outside of or
  on the exterior of a fully enclosed structure, including gutters, rainwater pipes, downspouts, or
  underground drainage systems;
- run off of water or water borne material from a paved surface, driveway, walkway, patio, or other similar surface: or
- escape, overflow, discharge or release, for any reason, of water or water borne material from a canal, dam, reservoir, levee, dike, seawall, or any other boundary or containment.

However, we do insure ensuing covered loss due to fire, explosion, or theft unless another exclusion applies.

**Ground water.** We do not cover any loss caused by water or water borne material in the ground, or by its pressure, leakage, or seepage. But we do insure ensuing covered loss due to fire, explosion, or theft unless another exclusion applies.

**Damage to outside structures.** We do not cover any loss caused by freezing, thawing, or the pressure or weight of water, ice, or snow, whether driven by wind or not to any:

- fence, arbor, pavement, patio, landing or step;
- septic system, swimming pool or hot tub including their installed equipment;
- footing, foundation, wall, or any other structure or device, that supports all or part of your house or an other permanent structure;
- retaining wall or bulkhead; or
- pier, wharf, dock or bridge.

However, we do insure ensuing covered loss unless another exclusion applies.

**Dampness or temperature.** We do not cover any loss caused by air dampness, water vapor or temperature extremes.

**Fungi and mold.** We do not provide coverage for the presence of mold, however caused, or any loss caused by mold, other than as provided under the Extra Coverage, Mold remediation expenses. But we do cover mold resulting from fire or lightning unless another exclusion applies. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

**Confiscation.** We do not cover any loss caused by the confiscation, destruction, or seizure of property by or under the order of any government or public authority. But if the confiscation, destruction or seizure of property was ordered by any government or public authority to prevent the spread of fire, we do provide coverage if the loss caused by fire would be covered under this part of your policy.



#### **Exclusions**

(continued)

**Computer error.** We do not cover any cost to correct a malfunction, error, or deficiency to a computer or in the computer itself, caused by:

- human operating error or omission, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by you, a family member, or a third party providing services to you;
- mistakes in legitimate electronic code or damage from code installed on your electronic data processing property during the manufacturing process, upgrade process, or normal maintenance; or
- power failure, surge or diminution of electronic systems.

However, we do cover ensuing physical damage unless another exclusion applies.

**Cyber disruption** We do not cover any loss arising out of a cyber attack unless it results in a physical loss to your insured property.

**Neglect.** We do not cover any loss caused by your failure to use all reasonable means to protect property at, or after the time of a loss.

**Intentional acts.** We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with you. We also do not cover any loss caused intentionally by a person directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. But we do provide coverage for you or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one whose consequences could have been foreseen by a reasonable person.

A person who lives with you does not include a temporary guest who has a permanent residence elsewhere.

**Criminal acts.** We do not cover any loss arising out of a felonious criminal, dishonest or fraudulent act or omission by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with you. But we do provide coverage for you or a family member who is not responsible for causing the felonious criminal, dishonest or fraudulent loss. This exclusion applies regardless of whether or not you are charged with, or convicted of, a crime.

A person who lives with you does not include a temporary guest who has a permanent residence elsewhere.

**Faulty planning, construction or maintenance.** We do not cover any loss caused by the faulty acts, errors or omissions of you or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But we do insure ensuing covered loss unless another exclusion applies. "Planning" includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. "Construction" includes materials, workmanship, and parts or equipment used for construction or repair.

**Buildings scheduled for demolition.** We do not cover any loss to a building that was scheduled for demolition, deconstruction or destruction at the time of the loss.



#### **Exclusions**

(continued)

**Rebuilding to code.** We will not pay to conform to any law or ordinance, other than as provided under the Extra Coverage, Rebuilding to code.

**Earthquake.** We do not cover any loss caused by earthquake unless shown in your Coverage Summary for that location. But we do insure ensuing covered loss due to fire, explosion, theft, or glass breakage unless another exclusion applies.

**Earth movement.** We do not cover any loss caused by earth movement including volcanic eruptions, landslides, mud flows, and any expansion, contracting, sinking, rising, settling, or shifting of the earth, soil, or land. This exclusion applies whether or not the earth, soil, or land is combined or mixed with water or any other liquid or natural or man-made material. However, we do cover losses caused by the eruption of a volcano when the loss is the result of:

- a volcanic blast or airborne shock waves;
- · ash, dust, or particulate matter; or
- · lava flow.

We also insure ensuing covered loss due to fire, explosion, theft, or glass breakage unless another exclusion applies.

**Acts of war.** We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this Acts of war exclusion supercedes the Nuclear or radiation hazard exclusion.

**Nuclear or radiation hazard.** We do not cover any loss caused by nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled, or any consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. But we do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.