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**Introduction  
and Agreement**

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This is your homeowners policy, issued by the Mt Washington Assurance Corporation. We suggest that you read it carefully. We want you to understand your coverage.

The policy is a contract between you and us. We will provide the insurance described in the policy in return for your payment of the premium and your compliance with all applicable provisions of the policy. In addition to this form, every policyholder is issued a Declarations page which summarizes the amounts of coverage under each section of the policy and shows the computation of the premium. The policy is not valid without a current Declarations page.

This policy was designed by us to provide more coverage than many standard homeowner policies provide. For example, it provides that we pay the full replacement value of most property losses rather than an "actual cash value". As a consequence it is essential that you maintain your insurance coverage at 100% of replacement value. We will, at our own expense, perform periodic appraisals to help determine the current replacement value of your property. We will generally be willing to perform such an appraisal any time you request one, but remember that the responsibility for maintaining full insurance coverage is yours.

We encourage you to protect your property from loss. The Declarations page will reflect a discount applicable to your premium if you have a qualifying alarm system.

We hope you will have a loss free year, but should you have a claim we will do all we can to settle it fairly and promptly. Do not hesitate to call your agent or the Company any time you need us.

## Definitions

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Throughout this policy, “you” and “your” refer to “the named insured” shown in the Declarations and

1. the spouse; or
2. a party who has entered into a civil union, recognized under New Hampshire law, with the named insured;

if a resident of the same household. “We”, “us” and “our” refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. “bodily injury” means bodily harm, sickness or disease, including required care, loss of services and death resulting therefrom.
2. “business” includes trade, profession or occupation; or the rental or holding for rental any part of any premises by any insured.
3. “insured” means you and the following residents of your household:
  - a. your relatives:
  - b. any other person under the age of 21 who is in the care of any person named above.

Under Section II, “insured” also means:

- c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b. A person or organization using or having custody of these animals or watercraft in the course of any business, or without permission of the owner, is not an Insured;
- d. with respect to any vehicle to which this policy applies;
  - (1) any person while engaged in your employment or the employment of any person included in 3a or 3b; or
  - (2) any other person using the vehicle on an insured location with your permission.
4. “insured location” means:
  - a. the residence premises:
  - b. the part of any 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 the premises included in 4a or 4b above;
  - d. any part of a premises;
    - (1) not owned by any insured; and
    - (2) where any insured is temporarily residing;
  - e. vacant land, other than farm land, owned by or rented to any insured;
  - f. land owned by or rented to any insured on which a one or two family dwelling is being constructed as a residence for any insured;
  - g. individual or family cemetery plots or burial vaults of any insured;
  - h. any part of a premises occasionally rented to any insured for other than business purposes.
5. "occurrence" means an accident, including exposure to conditions, which results, during the policy period, in:
- a. personal injury; or
  - b. property damage.
6. "personal injury" means bodily injury and, in addition, disability, shock, mental anguish or mental injury arising out of:
- a. false arrest or false imprisonment, wrongful entry or eviction, wrongful detention; malicious prosecution or humiliation; and
  - b. libel slander, defamation of character or invasion of rights or privacy;
- of any person sustained by any claimant other than an insured. Personal injury does not include any liability arising out of discrimination due to age, race, color, sex, creed, national origin; or out of any other discrimination.
7. "property damage" means physical injury to, or destruction of tangible property, including loss of use of this property.

8. “residence employee” means an employee of any insured who performs duties in connection with the maintenance or use of the residence premises, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the business of any insured.

9. “residence premises” means:

- a. the one or two family dwelling, other structures, and grounds; or
- b. part of any other building;

where you reside and which is shown as the “residence premises” in the Declarations.

**Section I -  
Coverages**

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**Coverage A - Dwelling**

We cover:

1. the dwelling on the residence premises shown in the Declarations used principally as a private residence, including structures attached to the dwelling; and
2. materials and supplies located on or adjacent to the premises for use in the construction, alteration or repair of the dwelling or the structures on the residence premises.

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

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**Coverage B - Other Structures**

We cover other structures on the residence premises, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures used in whole or in part for business purposes, or other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

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

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**Coverage C - Personal Property**

We cover personal property owned or used by any insured while it is anywhere in the world. At your request, we will cover personal property owned by others while the property is on the part of the residence premises occupied by any insured. In addition, we will cover, at your request, personal property owned by a guest or a residence employee, while the property is in any residence occupied by any insured.

Our limit of liability for personal property usually situated at the insured's residence, other than the residence premises, is 10% of the limit of liability for Coverage C - Personal Property exclusive of any coverage for scheduled property under Coverage C. 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.

**Special Limits of Liability.** For each of the following numbered categories, a special limit applies. Each limit is the total limit for any loss of all property in that numbered category. Payments under these special limits are counted toward the total limit of liability under Coverage C; these limits do not increase the Coverage C limit of liability.

1. \$500 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$5,000 on securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps.
3. \$2,500 on watercraft, including their trailers, furnishing, equipment and outboard motors.
4. \$3,000 on trailers not used with watercraft.
5. \$5,000 on grave markers.
6. \$5,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones, not to exceed \$2,000 on any one item.
7. \$5,000 for loss by theft of firearms.
8. \$5,000 for loss by theft, misplacing, or losing of silver ware, silver-plated ware, gold ware, gold-plated ware, and pewterware. This class of property includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, or pewter.
9. \$5,000 on property on the residence premises used at any time or in any manner for any business purpose.
10. \$1,000 on property away from the residence premises used at any time or in any manner for any business purpose. This special limit, however, does not apply to loss to electronic apparatus as described in Special Limits of Liability (11) and (12) below.
11. \$2,000 for loss to any electronic apparatus while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. The term "electronic apparatus" means accessories, antennas, tapes, wires, records, discs, or other media for use with any electronic apparatus described in this item 11.



12. \$2,000 for loss to any electronic apparatus, as defined in Special Limit of Liability (11), while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power, is away from the "residence premises", and is used at any time or in any manner for any "business" purpose.

13. \$10,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones and silverware, silver-plated ware, gold ware, gold-plated ware and pewterware while on the premises of any bank, trust company, safe deposit company or cold storage warehouse in which the property has been placed for safekeeping.

For purposes of Special Limits of Liability 6, 7, 8 and 9 above, loss by theft includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

**Scheduled Personal Property Endorsement.** In place of the blanket coverage provided above, we will cover items of personal property at agreed upon limits as identified in a Scheduled Personal Property Endorsement (Form HO-61A) which becomes a part of this policy. Personal Property in each Class of Property shown below may be listed in the Scheduled Personal Property Endorsement and is then covered for the amounts shown on that Endorsement while anywhere in the world, unless otherwise stated.

The following property described below is covered (except as noted) as shown in the Scheduled Personal Property Endorsement:

1. Jewelry - a valuable article or personal adornment containing precious metals or gemstones;
2. Furs and garments trimmed with fur or consisting principally of fur;
3. Fine Arts, except that we do not cover:
  - (a) damage caused by any repairing, alteration, restoration, or retouching process;
  - (b) breakage of any fine arts of an inherently fragile nature unless caused by fire, lightning, aircraft, windstorm, malicious damage, theft, explosion, earthquake, flood, collision, derailment or overturn of conveyance;
  - (c) loss of property on exhibition at fair grounds, museums or expositions unless the premises are covered by the policy;
  - (d) loss of any fine arts while outside the continental United States, Alaska, Hawaii or Canada;

- (e) damage to fine arts in transit unless packed and unpacked by competent packers.
- 4. Cameras, projection machines, films and related articles or equipment;
- 5. Musical instruments and related articles except those instruments used to perform for pay unless specifically provided for under this policy. If organs not of a mobile nature are insured, we do not cover loss or damage caused by mechanical or electrical breakdown or failure, repairing, adjusting, servicing or maintenance unless fire or explosion ensues and then only for the loss or damage by such ensuing fire or explosion;
- 6. Silverware including silver plated ware, goldware, gold plated ware and pewterware;
- 7. Golfer's equipment, meaning golf clubs, gold clothing, and gold equipment, as shown in the Scheduled Personal Property Endorsement;
- 8. Stamps including postage stamps and other philatelic property, including their books, pages and mountings;
- 9. Coins including rare or current coins, medals, paper money, bank notes, tokens of money and other numismatic property including coin albums, containers, frames, cards and display cabinets used with such collections.

Under 8. Stamps and 9. Coins we do not cover:

- (1) fading, creasing, denting, scratching, tearing, thinning, transfer of colors, inherent defect dampness, extremes of temperature, gradual deterioration or any damage from handling or being worked upon;
- (2) disappearances of individual stamps, coins or other articles unless the item described and itemized with a specific amount of insurance;
- (3) loss to property in the custody of transportation companies or shipment by other than registered mail;
- (4) theft from an unattended car unless being shipped as registered mail;
- (5) loss to property which is not an actual part of a stamp or coin collection;

When coins or stamps are covered on a blanket basis, we will pay the cash market value at time of loss but not more than \$1,000 on any collection not itemized nor more than \$1,000 for any one stamp, coin or individual article or any one pair, strip, block, series sheet, cover frame or card;

We will not pay a greater proportion of any loss to coins or stamps covered on a blanket basis than the amount insured bears to the cash market value at time of loss, and in no event will we pay more than the applicable limit of liability.

**Newly acquired property.** We cover additionally acquired jewelry, furs, cameras, musical instruments and fine arts when such property is already itemized under this policy. When you newly acquire ownership of such property, we provide the following coverage:

(a) FINE ARTS - We cover up to 25% of the total amount of fine arts insurance itemized, provided you report the newly acquired property to us within 30 days of acquisition and pay the additional premium from the date acquired.

(b) JEWELRY, FURS, CAMERAS AND MUSICAL INSTRUMENTS - We cover up to 25% of the total amount of insurance for the itemized class of property being acquired or \$10,000 whichever is less, provided you report the newly acquired property to us within 30 days of acquisition and pay the additional premium from the date acquired.

However, once we are notified by you of a new acquisition, and you pay the additional premium, we retain the right not to insure new personal property beyond the 30 day period.

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

1. articles separately described and specifically insured in any other insurance.
2. animals, birds or fish;
3. motor vehicles or all other motorized land conveyances including their equipment and accessories while in or upon the conveyance. We do cover motorized equipment not licensed for road use which is used to service an insured's residence or which is specifically designed for assisting handicapped persons;
4. Any electronic apparatus, as defined in Special Limit of Liability (11), that is designed to be operated solely by use of the power from the electrical system of a motor vehicle or any other motorized land conveyance while in or upon the vehicle or conveyance;;
5. aircraft and parts;
6. property of roomers, boarders or other tenants, except property of roomers and boarders related to any insured;
7. property contained in an apartment regularly rented or held for rental to others by any insured;
8. property rented or held for rental to others away from the residence premises;

9. credit cards or fund transfer cards except as provided in Section II, Additional Coverages;

10. breakage caused by a falling object, unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object is not included;

11. absent an otherwise covered loss, breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles, other than jewelry, watches, bronzes, cameras and photographic lenses.

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**Coverage D - Loss of Use**

The limit of liability for Coverage D is the total limit for all the following coverages:

1. If a loss covered under this section makes that part of the residence premises where you reside uninhabitable, we cover, at your option, either:

a. Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or

b. Fair Rental Value, meaning the fair rental value of that part of the residence premises where you reside less any expenses that do not continue while the premises is uninhabitable.

Payment under a or b shall 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. If a loss covered under this Section makes that part of the residence premises rented to others or held for rental by you uninhabitable, we cover Fair Rental Value, meaning the fair rental value of that part of the residence premises rented to others or held for rental by you less any expenses that do not continue while the premises is uninhabitable. Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

3. If a civil authority prohibits you from use of the residence premises as a result of direct damage to neighboring premises as a result of direct damage to neighboring premises by a peril covered under this policy, we cover the Additional Living Expense or Fair Rental Value loss as provided under 1 and 2 above for a period not exceeding two weeks during which use is prohibited.

The periods of time under 1, 2 and 3 above are not limited by expiration of this policy. We do not cover loss or expense due to cancellation of a lease or agreement.

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### Additional Coverages

1. **Debris Removal.** We will pay the reasonable expense incurred by you in the removal of debris of covered property provided coverage is afforded for the peril causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5% of that limit of liability will be available to cover debris removal expense.

We will also pay the reasonable expenses you incur removing fallen trees from the residence premises when:

a. coverage is not afforded under Additional Coverage 3. Trees, Shrubs and Other Plants, for the peril causing loss; or

b. the tree is not covered by this policy:

provided a peril covered under Coverage C is the cause of the tree falling. Our limit of liability for this coverage will not exceed \$500 per tree or \$1,000 in the aggregate for any one loss.

2. **Reasonable Repairs.** We will pay the reasonable cost incurred by you for necessary repairs made solely to protect covered property from further damage provided coverage is afforded for the peril causing the loss. This coverage does not increase the limit of liability applying to the property being repaired.

3. **Trees, Shrubs, and Other Plants.** We cover trees, shrubs, plants, or lawns, on the residence premises, for loss caused by the following perils: fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by a resident of the residence premises, vandalism or malicious mischief or theft. The limit of liability for this coverage shall not exceed 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants and lawns nor more than \$500 for any one tree, shrub or plant. We do not cover property grown for business purposes. This coverage is additional insurance.

4. **Water Back-up and Sump Overflow.** We will pay up to \$5,000 for direct physical loss, not caused by the negligence of any "insured", to property covered under Section I caused by:

a. Water which backs up or flows through sewers or drains; or

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

5. **Fire Department Service Charge.** We will pay up to \$1,000 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 covered peril. 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.

6. **Property Removed.** Covered property while being removed from a premises endangered by a covered peril and for up to 30 days after removal is covered for direct loss from any cause. This coverage does not change the limit of liability applying to the property being removed.

7. **Lock Replacement Due to the Loss of House Keys.** We will pay 100% of the cost, up to \$500, for replacing any lock to your house, if such replacement is the result of any insured's key being lost or stolen. You must notify us in writing within 72 hours of the discovery of the loss. No deductible applies to this coverage.

8. **Coverage for Personal Records Stored in a Home Computer.** We will pay up to \$5,000 to recreate personal records stored in a home computer located on your residence premises if the loss of those personal records is caused by a covered peril. This coverage does not apply to business records stored in the home computer and is in addition to any applicable limit of liability.

9. **Reward Coverage.** We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person or group of persons who have robbed, stolen or burglarized any covered personal property from any insured.

10. **Loss Assessment.** We will pay up to \$10,000 for your share of any loss assessment charged during the policy period against you by a corporation or association of property owners. This only applies when the assessment is made as a result of each direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under Coverage A - Dwelling, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption. This coverage applies only to loss assessments charged against you as owner or tenant of the residence premises.

The limit of \$10,000 is the most that we will pay with respect to any one "occurrence", regardless of the number of assessments.

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

11. **Ordinance or Law.** We will pay for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (a) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;

- (b) 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
- (c) 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.

We will also 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), (b), or (c) above. These expenses are included in the limit of liability that applies to Coverage A – Dwelling. If the amount to be paid for the actual damage to the property plus the cost to comply with any ordinance or law as described above exceeds the Coverage A limit of liability, the coverage A limit of liability is the most that we will pay.

We do not cover:

- (a) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (b) 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 on or in 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.

12. **Identity Fraud Expense.** With respect to the provisions of identity fraud expense coverage only, the following definitions are added:

1. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. "Expenses" means:
  - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
  - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

- e. Reasonable attorney fees incurred as a result of "identity fraud" to:
  - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
  - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
  - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
- f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

The following additional exclusions apply to this coverage:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

We will pay only that part of the loss that exceeds \$250. No other deductible applies to "identity fraud" expense coverage.

In case of a loss to which this coverage may apply, you shall see that the following duties are performed:

1. Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.



**Section I**  
**Perils Insured Against and Exclusions**

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**All Risk.** We insure for all risk of physical loss to the property described in Coverages A, B and C except as specifically excluded or limited below.

**Exclusions.** We do not cover, with respect to any property, any loss resulting from, caused by, contributed to, or aggravated by:

1. Earth Movement, including:

a. earthquake, landslide, mudflow, earth sinking, rising or shifting unless direct loss by fire, explosion or breakage of glass or safety glazing material which is part of a building, storm door or storm window ensues and then we will pay only for the ensuing loss.

b. volcanic eruption, meaning the eruption, explosion or effusion of a volcano unless direct loss by fire or breakage of glass or safety glazing material which is part of a building, storm door or storm window ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to ensuing loss by theft.

2. Water Damage, meaning:

a. flood, surface water, waves, tidal wave, overflow of a body of water, or spray from any of these, whether or not driven by wind;

b. water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

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

3. Power Interruption meaning the interruption of power or other utility service if the interruption takes place away from the residence premises. If a Peril Insured Against ensues on the residence premises, we will pay only for loss caused by the ensuing peril.

We will pay up to \$1000 for food spoilage caused by a power interruption.

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

5. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

6. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of Section I - Conditions.

7. Intentional Loss, meaning any loss arising out of any act committed:

a. by or at the direction of the insured; and

b. with the intent to cause a loss.

This exclusion does not apply to an insured not participating in the intentional loss.

8. Freezing or a plumbing, heating air conditioning or automatic fire protective sprinkler system or of a household appliance, or loss by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, and it does not apply if you have used reasonable care to:

a. maintain heat in the building; or

b. shut off the water supply and drain such systems and appliances of water;

9. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not to a:

a. fence, pavement, patio or swimming pool;

b. foundation, retaining wall or bulkhead;

c. pier, wharf or dock;

10. Theft in or to a dwelling under construction, theft of materials and supplies for use in the construction until the dwelling is completed and occupied, or theft committed by an insured;

11. Vandalism and Malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant or unoccupied for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

Deleted: 30

12. Continuous or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;

13. Acts or decisions, including the failure to act or decide, of any person, group, or organization exercising a power of government.

14. The following other exclusions:

- a. wear and tear, marring, gradual deterioration;
- b. inherent vice, latent defect, mechanical breakdown;
- c. rust, mold, wet or dry rot;
- d. contamination, smog, smoke from agriculture smudging or industrial operations;
- e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs, or ceilings;
- f. birds, vermin, rodents, insects or domestic animals;
- g. dampness of atmosphere or extreme temperature unless the direct cause of loss is rain, snow, sleet or hail.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by water including the cost of tearing out and replacing any party of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

**Section I -  
Conditions**

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1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:

- a. to the insured for an amount greater than the insured's interest; nor
- b. for more than the applicable limit of liability.

2. **Your Duties After Loss.** In case of a loss to which this insurance may apply, you shall see that the following duties are performed:

- a. give immediate notice to us or our agent, and in the case of theft also to the police. In case of loss under the Credit Card or Fund Transfer Card coverage also notify the credit card or fund transfer card company.
- b. (1) protect the property from further damage;  
(2) make reasonable and necessary repairs to protect the property; and  
(3) keep an accurate record of repair expenses;
- c. prepare an inventory of damaged personal property showing in detail, the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- d. as often as we reasonably require:
  - (1) show the damaged property;
  - (2) provide us with records and documents we request and permit us to make copies; and
  - (3) submit to questions under oath and sign and swear to them;
- e. send to us, within 60 days after we request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
  - (1) the time and cause of loss;
  - (2) interest of the **insured** and all others in the property involved and all liens on the property;
  - (3) other insurance which may cover the loss;
  - (4) changes in title or occupancy of the property during the term of the policy;

- (5) specifications of damaged buildings and detailed repair estimates;
- (6) an inventory of damaged personal property described in 2c above;
- (7) receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

**3. Loss Settlement.**

a. **Personal Property.** This means all covered property other than buildings under Coverages A and B and includes awning, carpeting, domestic appliances, outdoor antennas, and outdoor equipment, whether or not attached to buildings, as well as structures that are not buildings. Covered losses, to personal property are settled as follows:

(1) In the case of property not itemized on the Scheduled Personal Property Endorsement, we will settle losses at the full cost of repair or replacement, whichever is less, but not in an amount exceeding the applicable limit of liability. Where the loss involves a pair, set or parts, if you agree to surrender any remaining articles or the pair, set or parts to us and we agree to accept it, we will pay you the full cost of repair or replacement of the entire pair, set or parts. If you decide not to surrender the remaining article of the pair, set or parts, or we elect not to accept the remaining or damaged property, we will:

- (1) pay to repair or replace the lost or damaged property to restore it to its replacement value immediately before the loss; or
- (b) pay the difference between the replacement value of the property before and after the loss.

(2) In the case of total losses to property itemized on the Scheduled Personal Property Endorsement, the amount shown in that endorsement is agreed to be the value of the itemized property. Losses involving a pair, set or parts will be settled in the same manner as described above for property not itemized.

(3) In the case of partial losses to property itemized on the Scheduled Personal Property Endorsement, if you choose to surrender the property to us and we agreed to accept it, we will pay the full cost of replacement up to the amount shown on the endorsement for the appropriate property. We may also elect at our option to settle a loss by paying to restore the property to its value immediately before the loss; or pay the difference between the value of the property before and after the loss; or to pay to restore the property as nearly as possible to its condition immediately

prior to the loss and pay any difference between the restored value and the value immediately before the loss. The provisions of this paragraph apply to all partial losses to property itemized on the Scheduled Personal property Endorsement, including losses to pairs, sets or parts.

b. **Buildings.** Losses to buildings covered under Coverages A and B are settled at the full cost of repair or replacement whichever is less, as long as you have maintained the Coverage A limit of liability as shown on the Declarations including any adjustments by us based on reevaluations and annual adjustments for inflation. We will pay replacement cost, however, only if the damaged building is repaired or replaced by you on the residence premises or some other location within the State of New Hampshire within a reasonable time, but not more than two years from the date of loss.

You are required to notify us of any alterations or additions to your house within 30 days of completion if the increase in the replacement cost is 5% or more of the Coverage A limit of liability. We will adjust our limits of liability accordingly and bill you for any appropriate additional premium. If you fail to notify us as required, we will settle losses for the full cost of repair or replacement without deduction for depreciation up to the applicable limits of liability as set forth in the policy at the time of loss without any adjustment for the additional repair or replacement cost for the alteration or addition.

To help set the right amount of insurance based on current construction costs, we may appraise your house periodically at our expense and we may require that you adjust your required Coverage A limit of liability accordingly. We will also require periodic inflation adjustments and will adjust your required Coverage A Limit of Liability accordingly.

If you have a covered loss, have properly notified us of any alteration or addition, have adjusted your Coverage A limit of liability in accordance with our recommendations, and if we find that your Coverage A limit is inadequate and you elect to repair or replace your damaged or destroyed house, we will:

- (1) increase the Coverage A limit of liability to equal the current replacement cost of your house;
- (2) increase the limits of liability for Coverage B - Other Structures, C - Personal Property - Unscheduled and D - Loss of Use by the same percentage applied to Coverage A;
- (3) settle covered losses under Coverages A and B at the full cost of repair or replacement, without deduction for depreciation, subject to the limits of liability so increased but not exceeding the new limits of liability; and
- (4) adjust the policy premium from the date of loss for the remainder of the current policy term to reflect the increased limits of liability.

If you elect not to repair or replace your damaged or destroyed building, if you have not properly notified us of additions or alterations, or if you have not agreed to adjust your Coverage A limit of liability in accordance with our recommendations, we will pay the diminution in actual cash value of the described property, but not exceeding the Coverage A limit of liability. The preceding sentence shall not apply in the case of loss by fire or lightning where the provisions of section 15, "Valuation Clause" subsection a or b apply.

4. **Glass Replacement.** Loss for damage to glass caused by Peril Insured Against shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

5. **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 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:

- a. pay its own appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

6. **Other Insurance.** If a loss covered by this policy is also covered by 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.

7. **Suit Against Us.** No action shall be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

8. **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 like property.

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

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or

- c. there is a filing or an appraisal award with us.

10. **Abandonment of Property.** We need not accept any property abandoned by any insured.

11. **Mortgage Clause.** If a mortgagee is named in this policy, any loss payable under Coverage A or B shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages. The word "mortgagee" includes trustee.

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

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

If the policy is canceled or not renewed by us, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

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

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

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

12. **No benefit to Bailee.** We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision in this policy.

13. **Nuclear Hazard Clause.**

- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these; and



b. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included with the covered perils in Section I; and

c. 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.

14. **Loss Clause.** The amount of insurance under this policy will not be reduced except for a total loss under the Scheduled Personal Property Endorsement. In the event of a total loss under the Scheduled Personal Property Endorsement, we will refund the unearned premium applicable to such property after the loss or you may apply it to the premium due to the replacement of the scheduled property.

15. **Valuation Clause.**

a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of you or your assignee, the total amount for which the building is insured shall be taken to be the value of your interest in the building. This valuation clause shall not apply if over insurance on your interest in this building was fraudulently obtained.

b. If an insured building is only partially destroyed by fire or lightning, you shall be entitled to the actual loss sustained, but not exceeding the total amount for which the building is insured.

c. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of paragraph (a) shall not apply.

The above sections a, b, and c apply only if you elect not to repair or replace your damaged or destroyed building, if you have not properly notified us of additions or alterations as provided in the Loss Settlement section of this policy, or if you have not agreed to adjust your Coverage A limit of liability in accordance with our recommendations as provided in said Loss Settlement section.

**Section II-  
Liability Coverages**

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**Coverage E- Personal Liability**

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

1. pay up to our limit of liability for the damages for which the insured is legally liable. Damages include prejudgment interest awarded against the insured.
2. provide a defense at our expense by counsel of our choice, even if the allegations are groundless, false or fraudulent. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages resulting from the occurrence equals our limit of liability.

This coverage does not apply to:

- a. Liability:
  - (1) for your share of any loss assessment charged against all members of an association of property owners;
  - (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the insured location not excluded in (1) above or elsewhere in this policy;
- b. property damage to property owned by the insured;
- c. property damage to property rented to, occupied or used by or in the care of the insured, unless the property damage is caused by fire, smoke or explosion.
- d. personal injury to any person eligible to receive any benefits required to be provided or voluntarily provided by the insured under any:
  - (1) workers' compensation law except as provided under endorsement HO-90;
  - (2) non-occupational disability law;
  - (3) occupational disease law;

e. personal injury or property damage for which any insured under this policy:

- (1) is also uninsured under a nuclear energy liability policy; or
- (2) would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

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

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**Coverage F- Medical Payments To Others.**

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

- 1. to a person injured by accident while on the insured location with the permission of any insured; or
- 2. to a person injured by accident while off the insured location, if the bodily injury:
  - a. arises out of a condition in the insured location or the ways immediately adjoining;
  - b. is caused by the activities of any insured;
  - c. is caused by a residence employee in the course of the residence employee's employment by any insured; or
  - d. is caused by an animal owned by or in the care of any insured.

This coverage does not apply to bodily injury:

- a. to a residence employee if it:
  - (1) occurs off the insured location; and

(2) does not arise out of or in the course of the residence employee's employment by any insured;

b. to any person eligible to receive any benefits:

(1) required to be provided; or

(2) voluntarily provided;

under any:

(1) workers' compensation law except as provided under endorsement HO-90;

(2) non-occupational disability law;

(3) occupational disease law;

c. caused by or arising from any:

(1) nuclear reaction;

(2) nuclear radiation; or

(3) radioactive contamination;

all weather controlled or uncontrolled or however caused; or

(4) from any consequence of any of these.

d. to any person other than a residence employee of any insured, regularly residing on any part of the insured location.

## Section II- Exclusions

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1. **Coverage E-** Personal liability and Coverage F- Medical Payments to others do not apply to personal injury or property damage:

- a. which is expected or intended by the insured;
- b. arising out of business pursuits of any insured, including any act or failure to act by an insured as an officer or member of a Board of Directors. However, Coverage E and Coverage F do apply to the ultimate net loss which the insured shall become legally obligated to pay as damages because of personal injury or property damage arising solely out of the insured's position as an officer or member of Board of Directors of an organization which is not formed for profit.

If an insured regularly provides day care services and receives compensation for those services, that enterprise is a business pursuit and is excluded. The provision of day care services is not considered a business pursuit, however, if:

- (1) The home day care services are provided only for insureds or relatives of insured; or
- (2) the only compensation received is in the form of a mutual exchange of day care.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-business pursuits; or
- (2) the rental or holding for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence;
  - (b) in part unless intended for use as a residence by more than two roomers or boarders; or
  - (c) in part, as an office, school, studio or private garage;
- (3) incidental "business" activities when performed by an insured minor; examples of such activities are: newspaper delivery, baby-sitting, caddying, and lawn care.
- c. arising out of the rendering or failing to render professional services;
- d. arising out of any premises owned or rented to any insured which is not an insured location;

e. arising out of the:

- (1) ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any insured; or
- (2) entrustment by the insured of a motor vehicle or any other motorized land conveyance to any person.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized conveyance.
- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration, and owned by any insured, while on an insured location.
- (3) a motorized golf cart while used for golfing purposes on a golf course.
- (4) a motorized land conveyance designed for assisting the handicapped or for the maintenance of an insured location which is:
  - (a) not designed for travel on public roads; and
  - (b) not subject to motor vehicle registration.

f. arising out of the ownership, maintenance, use loading or unloading of a watercraft:

- (1) with inboard or inboard - outdrive motor power owned by any insured; or
- (2) with inboard or inboard - outdrive motor power of more than 50 horsepower rented to any insured; or
- (3) that is a sailing vessel, with or without auxiliary power, 26 feet or more in length owned by or rented to any insured; or
- (4) powered by one or more outboard motors with more than 50 total horsepower if the outboard motor is owned by any insured. However, outboard motors of more than 50 total horsepower are covered for the policy period if:
  - (a) they are acquired by you prior to the policy period and:
    - (1) declared by you during the policy inception; or

(2) your intention to insure is reported in writing to us within 45 days after newly acquiring the outboard motors.

(b) they are acquired by you during the policy period.

This exclusion does not apply while the watercraft is stored.

- g. arising out of the ownership, maintenance, use, loading or unloading of an aircraft, meaning any contrivance used or designed for navigation of or flight in the air, except model aircraft of the hobby variety not used or designed for the transportation of people or cargo.
- h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- i. which arises out of the transmission of a communicable disease by an insured.

Exclusions d, e, f and g do not apply to personal injury to any residence employee arising out of and in the course of the residence employee's employment by any insured.

**Section II - Additional Coverages**

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

1. **Claim Expenses.** We pay:

- (a) expenses incurred by us and costs taxed against any insured in any suit we defend.
- (b) premiums on bonds required in a suit defended by us, but not for bond amounts greater than the limit of liability for Coverage E. We are not obligated to apply for or furnish any bond;
- (c) reasonable expenses incurred by any 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 any claim or suit;
- (d) 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.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by any insured for personal injury covered under this policy. We will not pay for first aid to you or any other insured.

3. **Damage to Property of Others.** We will pay on a replacement cost basis up to \$1,000 per occurrence for property damage to property of others caused by any insured.

We will not pay for property damage:

- a. to property covered under Section I of this policy;
- b. caused intentionally by any insured who is 13 years of age or older;
- c. to property owned by or rented to any insured, a tenant of any insured or a resident in our household; or
- d. arising out of:
  - (1) business pursuits;
  - (2) any act or omission in connection with a premises owned, rented or controlled by any insured, other than the insured location; or



(3) the ownership, maintenance, or use of aircraft, watercraft or motor vehicles on all other motorized land conveyances.

**4. Financial Instruments.**

a. We will cover, without any deductible, your legal obligation up to \$10,000 in the aggregate:

- (1) if your credit card, bank cards or fund transfer cards are lost or stolen provided you have complied with all the terms for using them;
- (2) for loss to any insured by forgery or alteration of any check or negotiable instrument.
- (3) for loss to any insured through the acceptance in good faith of any counterfeit paper currency.

b. Defense

- (1) We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals our limits of liability.
- (2) If a claim is made or a suit is brought against any insured for liability under the Credit Card Coverage, we will provide a defense at our expense by counsel of our choice.
- (3) We have the option to defend at our expense any insured or any insured's bank against any suit for the enforcement of payment under the Forgery Coverage.

**5. Loss Assessment.** We will pay up to \$10,000 for your share of any loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

a. Each occurrence to which Section II of this policy would apply;

b. Liability for each act of a director, officer or trustee, provided:

- (1) the director, officer or trustee is elected by the members of a corporation or association of property owners; and
- (2) the director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the residence premises.

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$10,000 is the most that we will pay for loss arising out of:

- (1) one "occurrence"; or
- (2) 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.

The exclusion in Section II-Coverage E-Personal Liability Coverage 2.a. (1) does not apply to this coverage.

**Section II - Conditions**

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1. **Limit of Liability.** Regardless of the number of insureds, claims made or persons injured, our total liability under Coverage E stated in this policy for all damages resulting from any one occurrence shall not exceed the limit of liability for Coverage E stated in the Declarations.

Our total liability under Coverage F for all medical expenses payable for bodily injury to one person as the result of one accident shall not exceed the limit of liability for Coverage F stated in the Declarations.

2. **Severability of Insurance.** This insurance applies separately to each insured. This condition shall not increase our limit of liability for any one occurrence.

3. **Duties After Loss.** In case of an accident or occurrence, the insured shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:

a. give written notice to us or our agent as soon as practicable, which sets forth:

- (1) the identity of the policy and insured;
- (2) reasonably available information on the time, place and circumstances of the accident or occurrence; and
- (3) names and addresses of any claimants and injured parties and available witnesses;

b. forward immediately to us every notice, demand, summons or other process relating to the accident or occurrence;

c. at our request, assist in:

- (1) making settlement;
- (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any insured;
- (3) the conduct of suits and attending hearings and trials;
- (4) securing and giving evidence and obtaining the attendance of witnesses;

d. under the coverage - Damage to the Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and exhibit the damaged property, if within the insured's control;

e. the insured shall not, except at the insured's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the personal injury.

4. **Duties of an Injured Person** - Coverage F - Medical Payments to Others. 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.

The injured person shall submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

5. **Payment of Claim** - Coverage F - Medical Payments to others. Payment under this coverage is not an admission of liability by any insured or us.

6. **Suit Against Us**. No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have any right to join us as a party to any action against any insured. Further, no action with respect to Coverage E shall be brought against us until the obligation of the insured has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of Any Insured**. Bankruptcy or insolvency of any insured shall not relieve us of any of our obligations under this policy.

8. **Other Insurance** - Coverage E - Personal Liability. This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## Section I and II - Conditions

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1. **Policy Period.** This policy applies only to loss under Section I or personal injury or property damage under Section II, which occurs during the policy period.

2. **Concealment or Fraud.** We do not provide coverage for any insured who has:

- a. intentionally concealed or misrepresented any material fact or circumstances; or
- b. made false statements or engaged in fraudulent conduct;

relating to this insurance.

3. **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 through introduction of a subsequent edition of our policy.

4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination does not constitute a waiver of any of our rights.

5. **Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by notifying you in writing of the date the 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.

(1) When you have not paid the premium, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.

(2) When this policy has been in effect for less than 90 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.

(3) When this policy has been in effect for than 90 days or more, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons by notifying you 45 days before the date cancellation takes effect.

(a) Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.

(b) Discovery of fraud or material misrepresentation by the named insured in pursuing a claim under the policy.

(c) Discovery of grossly negligent acts or omissions by the insured substantially increasing any of the hazards insured against.

(d) Physical changes in the insured property which result in the property becoming uninsurable.

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

d. 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 30 days time after the date cancellation takes effect.

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6. **Non - Renewal.** We may elect not to renew this policy. We may do so by delivery to you or mailing to you at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

If this policy is written for a period of less than one year, we agree that we will not except as of the expiration of a policy period which coincides with the end of an annual period commencing with its original effective date.

7. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

a. we insure the legal representative of the deceased but only with respect to the remises and property of the deceased covered under the policy at the time of death;

b. insured includes:

(1) any member of your household who is an insured at the time of your death, but only while a resident of the residence premises; and

(2) with respect to your property, the person having proper temporary custody of the property until appointment and qualification of legal representative.

8. **Subrogation.** Any insured may waive in writing before 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 assignments sought, any insured shall sign and deliver all related papers and cooperated with us in any reasonable manner.

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

9. **Assignment.** Assignment of this policy shall not be valid unless we give our written consent.

In Witness Whereof, the MT WASHINGTON ASSURANCE CORPORATION has caused this policy to be signed by its president and Secretary and countersigned on the Declarations Page by a duly authorized agent of the Company.

Thomas A. Cranley  
President

William M. Kelley  
Secretary