

HOME INSURANCE POLICY

- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration. A boat, camp, home or utility trailer not being towed by or carried on a vehicle included in 5a is not a **motor vehicle**;
 - c. a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**;
 - d. any vehicle while being towed by or carried on a vehicle included in 5a, 5b or 5c.
6. **"occurrence"** means an accident, including exposure to conditions, which results, during the policy period, in:
 - a. **bodily injury**; or
 - b. **property damage**.
 7. **"property damage"** means physical injury to or destruction of tangible property, including loss of use of this property. **Property damage** does not include theft or conversion of property by an **insured**.
 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 the one or two family dwelling, other structures, and grounds or that part of any other building where **you** reside and which is shown as the **"residence premises"** in the Declarations.
 10. **"Rental Unit"** means that portion of **your residence premises** which forms a separate living space intended for **tenant** occupancy.
 11. **"Tenant"** means any person who rents or leases or lawfully occupies a **rental unit**.
 12. **"Vandalism"** means a willful or malicious conduct resulting in damage or destruction of property. **Vandalism** does not include theft of property.
 13. **"Actual Cash Value"** means the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind or quality, subject to deduction for deterioration, depreciation and obsolescence. **Actual cash value** applies to valuation of Covered Property regardless of whether the property has sustained partial or total loss or damage. The **Actual cash value** of lost or damaged property may be significantly less than its replacement cost.
 14. **"Water"** means water (H₂O) alone, whether frozen or not or any liquid or sludge which contains water whether or not combined with other chemicals or impurities. It includes, but is not limited to snow, sleet, slush, ice, dampness, vapor, condensation, moisture, steam or humidity.
 15. **"Water Damage"** means direct physical property loss caused by the sudden, immediate and accidental escape of **water** from an actual breaking apart of a plumbing system, heating or air conditioning system or from within a household appliance.

SECTION I - COVERAGES

This insurance applies to the **Residence Premises** shown in the Declarations, coverage for which a Limit of Liability is shown in the Declarations.

COVERAGE A - Dwelling

We cover:

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

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

HOME INSURANCE POLICY

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

8. **Vandalism or malicious mischief.**
9. **"Burglary"** meaning the felonious abstraction of insured property by a person making:
 1. felonious entry by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the exterior of the place of such entry, or
 2. felonious exit by actual force and violence as evidenced by visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the interior of the place of such exit;
 - a. to a dwelling or structure at the **residence premises**;
 - b. to unattended property from within any locked **motor vehicle** or trailer.
Property is not unattended when any **insured** has entrusted the keys of the vehicle to a custodian.

This peril does not include loss caused by burglary:

1. committed by any **insured** or at the direction of any **insured**;
 2. in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is completed and occupied;
 3. from any part of a **residence premises** rented by an **insured** to others; or
 4. that occurs away from the **residence premises**; except as stated under 2b. above.
10. **Falling objects.**
This peril does not include loss to property contained in a building unless the roof or an exterior wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
 11. **Weight of ice, snow or sleet** which causes damage to property contained in a building.
This peril does not include any loss caused by **water**.
 12. **Collapse of a building or any part of a building.**
This peril does not include settling, cracking, shrinking, bulging or expansion.
 13. **Freezing** of a plumbing, heating or air conditioning system or of a household appliance.
This peril does not include loss caused by **water** from within the system or appliance caused by freezing.

SECTION I - EXCLUSIONS

We do not cover loss resulting directly or indirectly from:

1. **Ordinance of Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
2. **Earth Movement**, of any type, including but not limited to earthquake; land shock waves or tremors before, during or after a volcanic eruption; landslide; mudflow; earth sinking, rising or shifting; unless direct loss by:
 - (1) fire;
 - (2) explosion; or
 - (3) breakage of glass or safety glazing material which is part of a building, storm door or storm window;ensues and then **we** will pay only for the ensuing loss.
3. **Water** from any and all causes, including but not limited to:
 - a. flood, surface water, waves, tidal water, overflow of a body of **water**, or spray from any of these, whether or not driven by wind;
 - b. **water** which overflows or backs up through sewers or drains;
 - c. **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;
 - d. **Water damage**; or
 - e. **water** in places it is not supposed to be, regardless of the source of such **water**.Direct loss by fire or explosion resulting from **water** is covered.