Please see the DECLARATIONS page to determine the specific optional coverages applicable to this policy.

The following endorsements are applicable to this policy if they are listed by endorsement number on the most current Declarations page issued for this policy.

CIVIL SERVICE EMPLOYEES INSURANCE COMPANY

CORPORATE HEADQUARTERS
2121 N. California Blvd.
Suite 900
Walnut Creek, CA 94596
1-800-282-6848
www.CSEinsurance.com

OFFICES LOCATED IN
Walnut Creek, California
Pasadena, California
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PATHOGENIC ORGANISMS ENDORSEMENT
Please see the DECLARATIONS page to determine the specific optional coverages applicable to this policy.

The following endorsements are applicable to this policy if they are listed by endorsement number on the most current Declarations page issued for this policy.

**D014ST1 0388**

ADDITIONAL LIVING EXPENSE
APPLICABLE TO DWELLING - BASIC FORM ONLY

For an additional premium, we cover, for the limit of liability shown in this policy for this coverage, the necessary increase in living expense incurred by you so that your household can maintain its normal standard of living when a loss to property described in Coverage A, B or C makes the Described Location unfit for its normal use.

Payment shall be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time for your household to settle elsewhere. This period of time is not limited by the expiration of this policy.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the resulting Additional Living Expense for a period not exceeding two weeks, during which use is prohibited.

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

All other provisions of this policy apply.

**D016ST1 0688**

EARTHQUAKE - FRAME DWELLING

For an additional premium, we will insure for direct loss caused by earthquake to property described in the Declarations for Coverage A - Dwelling, B - Other Structures or C - Personal Property and covered by this policy.

One or more earthquake shocks that occur within a 72-hour period shall constitute a single earthquake.

**DEDUCTIBLE**

The following is the only deductible that applies to each loss caused by an earthquake.

We will pay only that part of the loss over 10% of the total amount of insurance that applies. This deductible shall apply separately to loss under Coverage A - Dwelling, Coverage B - Other Structures, Coverage C - Personal Property, Coverage D - Fair Rental Value and Coverage E - Additional Living Expense. This deductible amount shall not be less than $250 in any one loss.

**SPECIAL EXCLUSIONS**

1. We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether caused by, resulting from, contributed to or aggravated by earthquake.
2. **We** do not cover loss to exterior masonry veneer. The value of exterior masonry veneer shall be deducted before applying the deductible clause. For the purpose of this exclusion, stucco shall not be considered masonry veneer.

3. **We** do not cover loss resulting directly or indirectly from any other form of earth movement.

4. **We** do not cover land or any cost required to repair, remove, replace, rebuild, stabilize, restrain or otherwise restore the land.

This coverage does not increase the limits of liability stated in this policy.

All other provisions of this policy apply.

---

**ADDITIONAL INSURED - INSURED LOCATION**

The definition of insured in this policy includes the person or organization named in the Declarations as an additional insured.

This coverage does not apply to bodily injury to any employee arising out of, or in the course of, the employee's employment by the person or the organization.

If this policy is canceled or not renewed by us, the party named in the Declarations as an additional insured will be notified in writing.

All other provisions of this policy apply.

---

**SPECIAL PROVISIONS - ARIZONA**

17. **Cancellation.** Paragraph c. is deleted and the following substituted:

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

The following condition is added.

24. **Nonrenewal Notice to Mortgagee.** If we elect not to renew this policy, a copy of the written notice of nonrenewal to you shall be mailed to the mortgagee named in the Declarations.

All other provisions of this policy apply.

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**SPECIAL PROVISIONS - CALIFORNIA**

**COVERAGES**

**Under Coverage A - Dwelling,** the following paragraph is added:

This coverage does not apply to land, including land on which the dwelling is located.
Under **Coverage B - Other Structures**, the following paragraph is added:

This coverage does not apply to land, including land on which the other structures are located.

Under **Coverage C - Personal Property**, item 4. is deleted and the following substituted:

4. motor vehicles or motorized bicycles, other than motorized equipment used to service the Described Location.

**CONDITIONS**

17. **Cancellation.** Paragraphs b.(3), (c) and (d) are deleted and the following substituted:

   b. (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been:

   (i) Conviction of a crime having as one of its necessary elements an act of increasing the hazard insured against; or

   (ii) Discovery of fraud or material misrepresentation; or

   (iii) Discovery of grossly negligent acts of omission substantially increasing any of the hazards insured against; or

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

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

   (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 45 days before the date of cancellation takes effect.

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

   (ii) If, when we cancel this policy, the return premium is not refunded with the notice of cancellation, we will refund it within 25 days after the date cancellation takes effect. If when you cancel this policy, the return premium is not refunded when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

18. **Non-Renewal** is deleted and the following is substituted:

   18. **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.

All other provisions of this policy apply.
17. **Cancellation.** Paragraphs b.(3) and c. are deleted and the following substituted:

   b. (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel for one or both of the following reasons by notifying you at least 30 days before the date cancellation takes effect:

   (i) if you have made a material misrepresentation in the policy application which we have relied upon in affording coverage; or

   (ii) if the insured risk has substantially changed since the policy inception date and such change would warrant a substantial difference in the premium charged.

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

   All other provisions of this policy apply.

---

3. **Concealment or Fraud.**

   a. This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in the case of fraud or false swearing by the insured relating thereto.

   b. All statements made by or on behalf of the insured, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under this policy unless:

      (1) the statements are contained in a written application; and

      (2) a copy of the application is endorsed upon or attached to the policy when issued.

   c. In order to use any misrepresentation by or on behalf of the insured in defense of a claim under this policy, we must show that the representations are material and that we relied on them.

   The following is added to 17. **Cancellation**, paragraph b.(4):

   b. (4) However, if any one of the following conditions exist at any building that is covered in this policy, we may cancel this policy by letting you know at least 5 days before the date
Cancellation takes effect.

(i) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
   (a) seasonal occupancy; or
   (b) buildings in the course of construction, renovation or addition. Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(ii) After damage by a Peril Insured Against, permanent repairs to the building:
   (a) have not started; and
   (b) have not been contracted for;
   within 30 days of payment of loss.

(iii) The building has:
   (a) an outstanding order to vacate;
   (b) an outstanding demolition order; or
   (c) been declared unsafe by government authority.

(iv) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to removal that is necessary or incidental to any renovation or remodeling:

(v) Failure to:
   (a) furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
   (b) pay property taxes considered delinquent under Oregon statutes, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

17. Cancellation. Paragraph c. is deleted and the following substituted:

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

All other provisions of this policy apply.

D300UT1 0388
SPECIAL PROVISIONS - UTAH

CONDITIONS

4. Your Duties After Loss. Paragraph a. is deleted and replaced by the following:

   a. give immediate notice to us or our agent. One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first class mail deposited in a United States
Post Office.

4. **Your Duties After Loss.** The following is added as paragraph f;
   
f. One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office. Failure to submit the requested proof of loss does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

11. **Suit Against Us.** is deleted and replaced by the following:

11. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within 3 years after the date of loss.

17. **Cancellation.** Paragraphs b. and c. are deleted and the following substituted:

   b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. The cancellation notice may be delivered to you or mailed through first class mail at your last address known to us. Proof of mailing will be sufficient proof of notice.

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

   (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

   (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if:

   (i) there has been a material misrepresentation;

   (ii) the risk has changed substantially since the policy was issued, unless we could have reasonably foreseen the change or contemplated the risk in writing the policy; or

   (iii) there has been a substantial breach of a contractual duty, condition or warranty.

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

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

18. **Nonrenewal.** is deleted and the following substituted:

   18. **Nonrenewal.** We may elect not to renew this policy. If we elect not to renew, we may do so by mailing to you, at your last address known to us or shown by our records, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.
SPECIAL PROVISIONS - WASHINGTON

PERILS INSURED AGAINST

COVERAGE C - PERSONAL PROPERTY

17. Volcanic Action. Cost of Removal, is deleted and replaced by:

Cost of Removal. We will pay for the removal of only the ash, dust or particulate matter which has damaged a building or property contained in a building.

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

CONDITIONS

13. Loss payment, is deleted and the following substituted:

13. 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 15 business days after we receive your proof of loss and:
   a. reach an agreement with you; or
   b. there is an entry of a final judgment; or
   c. there is a filing of an appraisal award with us.

15. Mortgage Clause, is deleted and the following substituted:

Insurance Commissioner's Regulation No. 335/WAC-284-21 010 requires that Form H372ST00188 or Form H438ST00188 be endorsed on this policy to replace Condition 15. Mortgage Clause.

17. Cancellation, is deleted and the following is substituted:

17. 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 in this condition by letting you know in writing of the date cancellation takes effect. This cancellation notice will be mailed to you at your last address known to us or shown by our records. Proof of mailing will be sufficient proof of notice.
      (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
      (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 45 days before the date cancellation takes effect.
      (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal
with us, we may cancel:

(a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy;

(b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 45 days before the date cancellation takes effect.

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

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 as soon as possible, but no later than:

(1) 45 days after we send a notice of cancellation to you; or

(2) 30 days after we receive the policy or a notice of cancellation from you.

18. **Nonrenewal.** is deleted and the following substituted:

18. **Nonrenewal.** We may elect not to renew this policy. We may do so by mailing to you, at your last address known to us or shown by our records, written notice, including our reason for refusing to renew, at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

a. If we have offered in writing, at least 20 days before the expiration date of this policy, to renew this policy, and have included a statement of the renewal premium due, we may terminate this policy on its expiration date if you fail to pay the required premium when due.

For the purpose of determining the date when nonrenewal can be effected: A policy with a term of 6 months or less is considered as if written for a policy period of 6 months. A policy written for a term longer than 1 year or a policy with no fixed expiration date is considered as if written for a period of 1 year.

All other provisions of this policy apply.
b. notified us within 30 days of completion of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and

c. elected to repair or replace the damaged building;

We will increase only the Coverage A limit of liability, subject to the limitations specified below, to equal current replacement cost of the dwelling if the amount of loss to the dwelling is more than the limit of liability indicated in the Declarations;

2. If you comply with the provisions of this endorsement and there is a loss to the insured location, CONDITIONS - 5. Loss Settlement, paragraph c., is deleted and replaced by the following:

c. Coverages A - Dwelling and B - Other Structures at replacement cost without deduction for depreciation. If the following conditions are not met, settlement will be subject to deduction for depreciation:

   (1) if at the time of the loss we have been notified of any alterations to the building which increase the replacement cost of the building by 5% or more, within 30 days of completion of alteration;

   (2) you have elected to repair the damaged building.

We will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:

   (i) the replacement cost of the building or any part of it. But in no event will the total amount exceed 125% of the Coverage A amount shown in the Declarations;

   (ii) the amount actually and necessarily spent to repair or replace the building or any part of it; and

   (iii) the applicable limit of liability whether increased or not, adjusted in accordance with paragraph 2.c.(1) above.

You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.

This coverage does not apply to land, including land on which the building or structures are located.

All other provisions of this policy apply.

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D650ST1 0388

DWELLING FORM - COMPREHENSIVE PERSONAL LIABILITY

AGREEMENT

We will provide the insurance described herein if a premium is shown in the Declarations and you comply with all applicable provisions of the policy.

DEFINITIONS

You and your refer to the named insured shown in the Declarations and the spouse if a resident of the
same household. **We, us and our** refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that result.
2. **Business** includes trade, profession or occupation.
3. **Insured** means **you** and residents of **your** household who are:
   a. **your** relatives; or
   b. other persons under the age of 21 and in the care of any person named above.
   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 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any **business** or without the consent of the owner is not an **insured**.
   d. with respect to any vehicle to which this policy applies:
      (1) persons while engaged in **your** employ or that of any person included in 3.a. or 3.b. above; or
      (2) other persons using the vehicle on an **insured location** with **your** consent.
4. **Insured location** means:
   a. the **residence premises**;
   b. the part of other premises, and other structures and grounds used by **you** as a residence, and:
      (1) which is shown in the Declarations; or
      (2) which is acquired by **you** during the policy period for **your** use as a residence;
   c. any premises used by **you** in connection with a premises in 4.a. or 4.b. above;
   d. any part of a premises:
      (1) not owned by an **insured**; and
      (2) where an **insured** is temporarily residing;
   e. vacant land, other than farm land, owned by or rented to an **insured**;
   f. Land owned by or rented to an **insured** on which a one- or two-family dwelling is being built as a residence for an **insured**;
   g. individual or family cemetery plots or burial vaults of an **insured**; or
   h. any part of a premises occasionally rented to an **insured** for other than **business** use.
5. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
   a. **bodily injury**; or
   b. **property damage**.
6. **Property damage** means physical injury to, destruction of, or loss of use of tangible property.
7. **Residence employee** means:
a. an employee of an **insured** whose duties are related to the maintenance or use of the **residence premises**, including household or domestic services; or

b. one who performs similar duties elsewhere not related to the **business** of an **insured**.

8. **Residence premises** means:

a. the one-family dwelling, other structures and grounds, or

b. that part of any other building;

where **you** reside and which is shown as the premises covered by this policy in the Declarations.

**Residence premises** also means a two-family dwelling where **you** reside in at least one of the family units and which is shown as the premises covered by this policy in the Declarations.

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**LIABILITY COVERAGE**

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**PERSONAL LIABILITY**

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

1. pay up to **our** limit of liability for the damages for which the **insured** is legally liable. Damages include prejudgemental interest awarded against the **insured**; and

2. provide a defense at **our** expense by counsel of **our** choice, even if the suit is groundless, false or fraudulent. **We** may investigate and settle any claim or suit that **we** decide is appropriate. **Our** duty to settle or defend ends when the amount **we** pay for damages resulting from the **occurrence** equals **our** limit of liability.

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**MEDICAL PAYMENTS TO OTHERS**

**We** will pay the necessary medical expenses that are incurred or medically ascertained within 3 years from the date of an **occurrence** causing **bodily injury**. Medical expenses mean 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 a regular resident of your household except **residence employees**. As to others, this coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**; or

2. to a person off the **insured location**, if the **bodily injury**:

   a. arises out of a condition on the **insured location** or the ways immediately adjoining;

   b. is caused by the activities of an **insured**;

   c. is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or

   d. is caused by an animal owned by or in the care of an **insured**.

---

**EXCLUSIONS**

1. **Personal Liability and Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

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a. which is expected or intended by the insured;

b. arising out of:

(1) or in connection with a business engaged in by an insured. This exclusion applies to but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the business;

(2) the rental or holding for rental of any part of any premises by an insured. This exclusion does not apply to the rental or holding for rental of an insured location:

(i) on an occasional basis if used only as residence;

(ii) in part for use only as a residence unless a single family unit is intended for use by the occupying family to lodge no more than 2 roomers or boarders; or

(iii) in part as an office, school, studio or private garage;

c. arising out of the rendering of, or failure to render, professional services;

d. arising out of a premises:

(1) owned by an insured;

(2) rented to an insured; or

(3) rented to others by an insured; or

that is not an insured location;

e. arising out of:

(1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an insured;

(2) the entrustment by an insured of a motor vehicle or any other motorized land conveyance to any person; or

(3) statutorily imposed vicarious parental liability for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

(1) a trailer not towed by or carried on a motorized land conveyance;

(2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

(i) not owned by an insured; or

(ii) owned by an insured and on an insured location.

(3) a motorized golf cart when used to play golf on a golf course;

(4) a vehicle or conveyance not subject to motor vehicle registration which is:

(i) used to service an insured’s residence;

(ii) designed for assisting the handicapped; or
(iii) in dead storage on an insured location.

f. arising out of:
   (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
   (2) the entrustment by an insured of a watercraft described below to any person; or
   (3) statutorily imposed vicarious parental liability for the actions of a child or minor using a watercraft described below.

Watercraft:
   (1) with inboard or inboard-outdrive motor power owned by an insured;
   (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an insured;
   (3) that is a sailing vessel, with or without auxiliary power, 26 feet or more in length, owned by or rented to an insured; or
   (4) powered by 1 or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an insured. But, outboard motors of more than 25 total horsepower are covered for the policy period if:
      (i) you acquire them prior to the policy period and:
         (a) you declare them at policy inception: or
         (b) your intention to insure them is reported to us in writing within 45 days after you acquire the outboard motors.
      (ii) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

g. arising out of:
   (1) the ownership, maintenance, use, loading or unloading of an aircraft;
   (2) the entrustment by an insured of an aircraft to any person; or
   (3) statutorily imposed vicarious parental liability for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry 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 a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

i. which arises out of the transmission of a communicable disease by an insured;

j. arising out of a home day care business or service when any insured receives monetary or other compensation for such services;

k. arising out of the willful and malicious acts of the insured;
l. arising out of the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants." The term "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.

m. arising out of any "pathogenic organisms," regardless of any other cause or event that contributed concurrently or in any sequence to that injury or damage. "Pathogenic organisms" means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

Exclusions d., e., f., g., i., j., and k. do not apply to bodily injury to any residential employee arising out of and in the course of the residence employee's employment by an insured.

2. **Personal Liability** does not apply to:
   
a. Liability:
      
      (1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;
      
      (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
         
         (a) that directly relate to the ownership, maintenance or use of an insured location; or
         
         (b) where the liability of others is assumed by the insured prior to the occurrence unless 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. This exclusion does not apply to property damage caused by fire, smoke or explosion;

   d. bodily injury to any person eligible to receive any benefits:
      
      (1) voluntarily provided; or
      
      (2) required to be provided;

      by the insured under any:

      (1) workers' compensation law;
      
      (2) non-occupational disability law; or
      
      (3) occupational disease law;

   e. bodily injury or property damage for which an insured under this policy.
      
      (1) is also an insured under a nuclear energy liability policy, or
      
      (2) would be insured under that policy but for the exhaustion of its limit of liability.

   A nuclear energy liability policy is one issued by:

   (1) America Nuclear Insurers;
      
   (2) Mutual Atomic Energy Liability Underwriters;
      
   (3) Nuclear Insurance Association of Canada;
or any of their successors; or

f. **bodily injury** to **you** or an **insured** within the meaning of part a. or b. of **insured** as defined.

3. **Medical Payments to Others** does not apply to **bodily injury**:
   a. to a **residence employee** if the **bodily injury**:
      1. occurs off the **insured location**; and
      2. does not arise out of or in the course of the **residence employee's** employment by an **insured**:
   b. to any person eligible to receive benefits:
      1. voluntarily provided; or
      2. required to be provided;
      under any:
      1. workers' compensation law;
      2. non-occupational disability law; or
      3. occupational disease law;
   c. from any:
      1. nuclear reaction;
      2. nuclear radiation; or
      3. radioactive contamination;
      all whether controlled or however caused; or
      4. any consequence of any of these.
   d. to any person, other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**.

**ADDITIONAL COVERAGES**

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

1. **Claim Expense. We** pay:
   a. expenses **we** incur and costs taxed against an **insured** in any suit **we** defend;
   b. premiums on bonds required in a suit **we** defend, but not for bond amounts more than the limit of liability for **personal liability**. **We** need not apply for or furnish any bond;
   c. reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to $50 per day, for assisting **us** in the investigation or defense of a claim or suit.
   d. interest on the entire judgement which accrues after entry of the judgement and before **we** pay or tender or deposit in court that part of the judgement 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 an **insured** for **bodily 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, at replacement cost, up to $500 per occurrence for property damage to property of others caused by an insured.

We will not pay for property damage:

a. to the extent of any amount recoverable under any other part of this policy;
b. caused intentionally by an insured who is 13 years of age or older;
c. to property owned by an insured;
d. to property owned or rented to a tenant of an insured or a resident in your household; or
e. arising out of:
   
   (1) a business engaged in by an insured;
   
   (2) any act or omission in connection with a premises owned, rented or controlled by an insured, other than the insured location; or
   
   (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an insured.

4. **Loss Assessment.** We will pay up to $1,000 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. bodily injury or property damage not excluded under this policy; or
b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
   
   (1) the director, officer or trustee is elected by 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 $1,000 is the most we will pay for loss arising out of:

a. one occurrence; or
b. a covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following does not apply to this coverage:

a. Personal Liability Exclusion 2.a.(1);
CONDITIONS

1. **Policy Period.** This coverage applies only to **bodily injury** or **property damage** which occurs during the policy period.

2. **Limit of Liability.** **Our** total liability for all damages resulting from any one **occurrence** will not be more than the limit of liability for **personal liability** as shown in the Declarations. This limit is the same regardless of the number of insureds, claims made or persons injured.

   **Our** total liability under **Medical Payments to Others** for all medical expense payable for **bodily injury** to one person as the result of one **occurrence** will not be more than the limit of liability for **Medical Payments to Others** as shown in the Declarations.

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

4. **Duties After Loss.** In case of an accident or **occurrence,** the **insured** will perform the following duties that apply. **You** will help **us** by seeing that these duties are performed.
   a. give written notice to **us** or **our** agent as soon as is practical, 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 witnesses;
   b. promptly forward to **us** every notice, demand, summons or other process relating to the accident or **occurrence;**
   c. at **our** request, help **us**:
      (1) to make settlement;
      (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured;**
      (3) with the conduct of suits and attend hearings and trials; and/or
      (4) to secure and give evidence and obtain the attendance of witnesses;
   d. under the coverage - **Damage to Property of Others** - submit to **us** within 60 days after the loss a sworn statement of loss and show the damaged property, if in the **insured's** control.
   e. the **insured** will not, except at the **insured's** own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the **bodily injury.**

5. **Duties of an Injured Person - 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 will submit to a physical exam by a doctor of **our** choice when and as often as **we** reasonably require.
6. **Payment of Claim - Medical Payments to Others**

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

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

No one will have the right to join us as a party to any action against an insured. Also, no action with respect to personal liability can be brought against us until the obligation of the insured has been determined by final judgement or agreement signed by us.

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

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

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

   If an assignment is sought, an insured must sign and deliver all related papers and cooperate with us. Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

11. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an insured has:
   a. intentionally concealed or misrepresented any material fact or circumstance; or
   b. engaged in fraudulent conduct; or
   c. made false statements;

   relating to this insurance.

   All other provisions of this policy apply.

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**Definitions**

You and your refer to the named insured shown in the Declarations and the spouse if a resident of the same household. We, us and our refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that result.
2. **Business** includes trade, profession or occupation.

3. **Insured** means you and residents of your household who are;
   a. your relatives; or
   b. other persons under the age of 21 and in the care of any person named above.

4. **Insured location** means:
   a. the one- to- four family dwelling or condominium, other structures and grounds; or
   b. that part of any other building that you own or where you reside and which is shown as the premises covered by this policy in the Declarations.

5. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
   a. bodily injury; or
   b. property damage.

6. **Property damage** means physical injury to, destruction of, or loss of use of tangible property.

7. **Residence employee** means:
   a. an employee of an insured whose duties are related to the maintenance or use of the insured location, including household or domestic services; or
   b. one who performs similar duties elsewhere not related to the business of an insured.

**LIABILITY COVERAGES**

**PREMISES LIABILITY**

We cover the insured's liability for bodily injury or property damage arising out of the ownership, maintenance or use of the insured location, not otherwise excluded.

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

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

**MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses that are incurred or medically ascertained within 3 years from the date of an occurrence causing bodily injury. Medical expenses mean reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. The coverage does not apply to you or a regular resident of your household except residence employees.
As to others, this coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**; or

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

### EXCLUSIONS

1. **Premises Liability** coverages and **Medical Payments to Others** do not apply to **bodily injury** or **property damage**:
   a. which is expected or intended by the **insured**;
   b. arising out of:
      (1) or in connection with a **business** engaged in by an **insured**. This exclusion applies to but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the **business**;
      (2) arising out of the rental or holding for rental of any part of any premises by an **insured**. This exclusion does not apply to the rental or holding for rental of an **insured location**:
         (i) on an occasional basis if used only as a residence;
         (ii) in part for use only as a residence unless a single family unit is intended for use by the occupying family to lodge more than 2 roomers or boarders; or
         (iii) in part as an office, school, studio or private garage;
   c. arising out of the rendering of, or failure to render, professional services;
   d. arising out of a premises:
      (1) owned by an **insured**;
      (2) rented to an **insured**; or
      (3) rented to others by an **insured**; or
      that is not an **insured location**;
   e. arising out of:
      (1) the ownership, maintenance, use, loading or unloading of any aircraft, watercraft, motorized bicycle, motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an **insured**;
      (2) the entrustment by an **insured** of an aircraft, watercraft, motorized bicycle, motor vehicle or any other motorized land conveyance to any person; or
(3) statutorily imposed vicarious parental liability for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:
(1) a watercraft if it is stored; or
(2) bodily injury to a residence employee arising out of and in the course of the residence employee's employment by an insured;

f. 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 a military purpose, and including any consequences of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

g. which arises out of the transmission of a communicable disease by an insured;

h. arising out of a home day care business or service when an insured receives monetary or other compensation for such services;

i. arising out of the willful and malicious acts of the insured;

j. arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of "pollutants." The term "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.

Exclusions d., e., g., h., i., and j. do not apply to bodily injury to any residential employee arising out of and in the course of the residence employee's employment by an insured.

k. Liability:
(1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;

(2) under any contract or agreement. However, this exclusion does not apply to written contracts:
(a) that directly relate to the ownership, maintenance or use of an insured location; or
(b) where the liability of others is assumed by the insured prior to an occurrence;

unless excluded in (1) above or elsewhere in this policy.

l. property damage to property owned by the insured;

m. property damage to property rented to, occupied or used by or in the care of the insured;

n. bodily injury to any person eligible to receive any benefits:
(1) voluntarily provided; or
(2) required to be provided;

by the insured under any:
(1) workers' compensation law;
(2) non-occupational disability law; or
(3) occupational disease law;

o. bodily injury or property damage for which an insured under this policy:
   (1) is also an insured under a nuclear energy liability policy; or
   (2) would be insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:
   (1) American Nuclear Insurers;
   (2) Mutual Atomic Energy Liability Underwriters;
   (3) Nuclear Insurance Association of Canada;
       or any of their successors; or

p. bodily injury to you or an insured within the meaning of part a. or b. of insured as defined.

q. arising out of any "pathogenic organisms," regardless of any other cause or event that
   contributed concurrently or in any sequence to that injury or damage. "Pathogenic organisms"
   means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other
   metabolic products.

ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:
   a. expenses we incur and costs taxed against an insured in any suit we defend;
   b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of
      liability for premises liability. We need not apply for or furnish any bond;
   c. reasonable expenses incurred by an insured at our request, including actual loss of earnings (but
      not loss of other income) up to $50 per day, for assisting us in the investigation or defense of a
      claim or suit; and
   d. interest on the entire judgement which accrues after entry of the judgement and before we pay
      or tender deposit in court that part of the judgement 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 an insured for bodily injury
   covered under this policy. We will not pay for first aid to you or any other insured.

CONDITIONS

1. Policy Period. This coverage applies only to bodily injury or property damage which occurs during the
   policy period.

2. Limit of Liability. Our total liability under premises liability for all damages resulting from any one
   occurrence will not be more than the limit of liability for premises liability as shown in the
   Declarations. This limit is the same regardless of the number of insureds, claims made or persons
   injured.
3. **Severability of Insurance.** This insurance applies separately to each insured. This condition will not increase our limit of liability for any one occurrence.

4. **Duties After Loss.** In case of an accident or occurrence, the insured will perform the following duties that apply. You will help us by seeing that these duties are performed:
   a. give written notice to us or our agent as soon as is practical, 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 witnesses;
   b. promptly forward to us every notice, demand, summons or other process relating to the accident or occurrence;
   c. at our request, help us:
      (1) to make settlement;
      (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an insured;
      (3) with the conduct of suits and attend hearings and trials;
      (4) secure and give evidence and obtain the attendance of witnesses;
   d. the insured will not, except at the insured's own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the bodily injury.

5. **Duties of an Injured Person - 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 will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

6. **Payment of Claim - Medical Payments to Others.**
Payment under this coverage is not an admission of liability by an insured or us.

7. **Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.
   No one will have the right to join us as a party to any action against an insured. Also, no action with respect to premises liability can be brought against us until the obligation of the insured has been determined by final judgement or agreement signed by us.

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

9. **Other Insurance.** This insurance is excess over valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
10. **Subrogation.** An insured may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

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

11. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an insured has:
   a. intentionally concealed or misrepresented any material fact or circumstance; or
   b. engaged in fraudulent conduct, or
   c. made false statements;

   relating to this insurance.

All other provisions of this policy apply.

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**CONTINUOUS RENEWAL PLAN**

The following is added to **CONDITIONS, 1. Policy Period:**

1. **Policy Period:**

   The term of this policy is from 12:01 A.M. Standard Time at the **residence premises** for 12 months from date stated in the Declarations and for successive policy periods, subject to these conditions:

   a. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period, or else this policy will expire.

   b. If a mortgagee is named in this policy, we will continue this insurance for the mortgagee's interest for 10 days after written notice of termination is sent to the mortgagee, and then this policy will expire.

All other provisions of this policy apply.

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**WORKERS' COMPENSATION**

**RESIDENCE EMPLOYEES - CALIFORNIA**

We agree, with respect to residence employees:

**COVERAGE I**

To pay when due all benefits required of an insured by the California Workers' Compensation Law; and

**COVERAGE II**

To pay on behalf of an insured all damages for which the insured is Legally liable because of bodily injury sustained by a residence employee. The bodily injury must be caused by accident or disease and arise out
of and in the course of employment by the insured while:

a. in the United States of America, its territories or possessions, or Canada, or
b. temporarily elsewhere if the residence employee is a citizen or resident of the United States or Canada.

Coverage II does not apply to any suit brought in or judgement rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action or such judgement.

WHO IS COVERED

A residence employee is covered if during the 90 calendar days immediately before the date of injury the employee has:

a. actually been engaged in such employment by the insured for no less than 52 hours; and
b. earned no less than $100 in wages.

APPLICATION OF COVERAGE

This insurance applies only to bodily injury which occurs during the policy period. If the bodily injury is a disease, it must be caused or aggravated by the conditions of the residence employee's employment by the insured.

POLICY PROVISIONS

This insurance is subject to all the provisions of this endorsement and the following provisions of this policy.

As to policy forms DOO1ST1 0388 DWELLING PROPERTY - BASIC FORM and DOO3ST1 0386 DWELLING PROPERTY - SPECIAL FORM:

CONDITIONS

4. Duties After Loss.
10. Subrogation.
11. Suit Against Us.
17. Cancellation.
21. Assignment.

Our agreement to defend the insured as provided under D650ST1 0388 Dwelling Form – Comprehensive Personal Liability.

Under form D650ST1 0388 Dwelling Form – Comprehensive Personal Liability:

ADDITIONAL COVERAGES

1. Claim Expenses.
2. First Aid Expenses.

Under form D650ST1 0388 Dwelling Form – Comprehensive Personal Liability:
The definition of bodily injury, business, insured and residence employee.

ADDITIONAL PROVISIONS APPLICABLE TO COVERAGE I

The following provisions are applicable to Coverage I:

a. We shall be directly and primarily liable to any residence employees of an insured entitled to the benefits of the California Workers' Compensation Law.

b. As between the residence employees and us, notice to or knowledge of the occurrence of the injury on the part of an insured will be deemed notice or knowledge on our part.

c. The jurisdiction of an insured will, for the purpose of the law imposing liability for compensation, be our jurisdiction.

d. We will be subject to the orders, findings, decisions or awards rendered against an insured, under the provisions of the law imposing liability for compensation, subject to the provisions, conditions and limitations of this policy. This policy shall govern as between an insured and us as to payments by either in discharge of an insured's liability for compensation.

e. The residence employee has a first lien upon any amount which we owe you on account of this insurance. In case of your legal incapacity or inability to receive the money and pay it to the residence employee, we will pay it directly to the residence employee. Your obligation to the residence employee will be discharged to the extent of such payment.

LIMITS OF LIABILITY COVERAGE II

Our total limit of liability will not exceed $100,000 for all damages because of bodily injury:

a. Sustained by one or more residence employees in any one accident; or

b. caused by disease and sustained by a residence employee.

Our total limit of liability will not exceed $500,000 for all damages arising out of bodily injury by disease regardless of the number of residence employees who sustained bodily injury by disease.

OTHER INSURANCE

This insurance does not apply to any loss to which other valid and collectible Workers' Compensation or Employers' Liability Insurance applies.

CONFORMITY TO STATUTE

Terms of this insurance which are in conflict with the California Workers' Compensation Law are amended to conform to that law.

EXCLUSIONS

This policy does not apply:

a. to liability for additional compensation imposed on an insured under Sections 4553 and 4557, Division IV. of the Labor Code of the State of California, because of the serious and willful misconduct of an insured, or because of bodily injury to an employee under 16 years of age and illegally employed at the time of injury;
b. to liability for **bodily injury** arising out of **business** pursuits of an **insured**;

c. under **COVERAGE II**

(1) to liability assumed by the **insured** under any contract or agreement;

(2) to **bodily injury** by disease unless a written claim is made or suit brought against the **insured** within 36 months after the end of the policy period; and

(3) to any obligation under a workers' compensation, unemployment or disability benefits law or any similar law.

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**MORTGAGEE CLAUSE**

Loss (if any) under this policy, on buildings only, will be paid to the **mortgagee(s)** if named as payee(s) in the Declarations of this policy, as **mortgagee(s)** under any present or future mortgage upon the property described in and covered by this policy, as interest may appear and in order of precedence of said mortgages.

1. The terms **mortgage** and **mortgagor** wherever used are deemed to include deeds of trust and the respective parties thereto.

2. The **mortgagee's** interest in this policy will not be invalidated by:
   a. any act or neglect of the **mortgagor** or owner of the described property; or
   b. the use of the premises for purposes more hazardous than are permitted by this policy.

3. Any **mortgagee** who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify **us** and shall cause **our** consent to be noted on this policy; and in the event of failure to do so, all rights of such **mortgagee** hereunder shall forthwith terminate.

4. In case the **mortgagor** or owner fails to pay any premium due or to become due under this policy, the **mortgagee** hereby agrees to pay the premium on demand and the premium for any increased hazard for the term of its existence.

5. **We** will not be liable to the **mortgagee** for a greater portion of any loss than the limit of liability applying to this policy bears to the total amount of insurance, whether collectible or not, covering the loss.

6. The policy provisions relating to the **MORTGAGEE CLAUSE, CONDITIONS**, are specifically referred to and made a part of this endorsement.

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**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy, shall be paid to the payee named in the Declarations, its successors and assigns, hereinafter referred to as the **Lender**, in whatever form or capacity its...
interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended:
   a. by any error, omission or change respecting the ownership, description, possession or location of the subject of the insurance or the interest therein, or the title thereto;
   b. by the commencement of foreclosure proceeding or the giving of notice of sale of any property covered by this policy by virtue of any mortgage or trust deed;
   c. by any breach of warranty, act, omission, neglect or noncompliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluded herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of the policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this company agrees to give written notice to the Lender of such non-payment of premium after 60 days from, and within 120 days after, due date of such premium, and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or caused to be paid the premium due within 10 days following receipt of the Company's demand in writing thereof. If the Lender shall decline to pay said premium or additional premium, the right of the Lender under this LENDER'S LOSS PAYABLE ENDORSEMENT shall not be terminated before 10 days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that, as to the insured, no liability therefore exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured whether secured or unsecured (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clause for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire, and compliance with such Contribution Clause is made part of the consideration for insuring such other hazards. The Lender, upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other
insurers contributing to said payment) to all the Lender's right of contribution under said insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for 10 days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of 10 days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this LENDER'S LOSS PAYABLE ENDORSEMENT, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this LENDER'S LOSS PAYABLE ENDORSEMENT which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notice herein provided to be given by the Company to the Lender in connection with this policy and this LENDER'S LOSS PAYABLE ENDORSEMENT shall be mailed to or delivered to the Lender at its office or branch described in the Declarations.

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DWELLING FORM - COMPREHENSIVE PERSONAL LIABILITY - SPECIAL PROVISIONS - WASHINGTON

In form D650ST1 0388 Dwelling Form – Comprehensive Personal Liability, Definition 1. is deleted and the following substituted:

1. Bodily injury means bodily harm, sickness or disease, except a disease which is transmitted by an insured through sexual contact. Bodily injury includes required care, loss of services and death resulting from covered bodily harm, sickness or disease.

EXCLUSIONS

1. Personal Liability and Medical Payments to Others, exclusion e., the paragraph beginning with the words, 'This exclusion does not apply to," is deleted and replaced by:

This exclusion does not apply to:

(1) a trailer not towed by or carried on a motorized land conveyance;

(2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle licensing and:

(a) not owned by an insured; or

(b) owned by an insured and on an insured location.

(3) a motorized golf cart when used to play golf on a golf course.

(4) a vehicle or conveyance not subject to motor vehicle licensing which is:
(a) used to service an insured's residence; or
(b) designed for assisting the handicapped; or
(c) in dead storage on an insured location.

1. **Personal Liability** and **Medical Payments to Others**, the following is added as paragraph (1) under exclusion I:

   However, if the actual, alleged or threatened discharge, dispersal, release or escape of pollutants is the result of a hostile fire, then we will pay for the ensuing loss.

**ADDITIONAL COVERAGES**

3. **Damage to Property of Others**, the last paragraph is deleted and replaced by:

   This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle licensing and not owned by an insured.

   All other provisions of this policy apply.

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**DEFINITIONS**

In form D660ST1 0388 Dwelling Form – Premises Liability:

Definition 1. is deleted and the following substituted:

1. **Bodily injury** means bodily harm, sickness or disease, except a disease which is transmitted by an insured through sexual contact. **Bodily injury** includes required care, loss of services and death resulting from covered bodily harm, sickness or disease.

In Exclusion 1., Premises Liability and Medical Payments to Others, the following is added as paragraph (1) under exclusion j.:

   (1) However, if the actual, alleged or threatened discharge, dispersal, release or escape of pollutants is the result of a hostile fire, then we will pay for the ensuing loss.

   All other provisions of this policy apply.

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**ORDINANCE OR LAW - INCREASED AMOUNT OF COVERAGE - DWELLING**

For the premium charged, the percentage applied to the Coverage A limit of liability for Ordinance or Law is increased from 10% to the percentage shown on the Declarations page.

All other provisions of this policy apply.
Matter below is new.

For policy form **DOO1ST1 0388 DWELLING PROPERTY - BASIC FORM**, under **Other Coverages**, paragraph 8, is added, and for form **DOO3ST1 0386 DWELLING PROPERTY - SPECIAL FORM**, under **Other Coverages**, paragraph 9, is added:

**ADDITIONAL COVERAGES**

Ordinance or Law

- **You** may use up to **10%** of the **Coverage A** limit of liability shown on the Declarations page for the increased costs **you** incur due to the enforcement of any ordinance or law which requires or regulates:

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

  (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a **Peril Insured Against** to another part of that covered building or other structure; or

  (3) The remodeling, removal or replacement of that 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**.

- **You** may use all or part of this ordinance or law coverage to pay for the increased costs **you** incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

- **We** do not cover:

  (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

  (2) The costs to comply with any ordinance or law which requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants" on any covered building or other structure. The term "pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, salts, minerals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

  (3) Earth Movement, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mudflow; earth sinking, rising, shifting, expanding or contracting, all whether combined with water or not.

This coverage is additional insurance.
For policy form **DOO3ST1 0386 DWELLING PROPERTY - SPECIAL FORM**, the following is modified or added:

In the **General Exclusions**, the paragraph 1.a., below is deleted.

**Ordinance or 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.

In the **General Exclusions**, the paragraph 1.a., below is added.

a. **Ordinance or Law**, meaning any ordinance or law:

   (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

   (2) The requirements of which result in a loss in value to property; or

   (3) Requiring any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants." The term "pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, salts, minerals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

   This exclusion applies whether or not the property has been physically damaged.

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For policy forms **DOO1ST1 0388 DWELLING PROPERTY - BASIC FORM** and **DOO3ST1 0386 DWELLING PROPERTY - SPECIAL FORM**, the following is added:

Under **Other Coverages:**

For **BASIC FORM**, the following is added:

8. **Pathogenic Organisms.** If **we** have paid for a covered loss under **Coverage A - Dwelling** or **Coverage B - Other Structures**, and as a result of said loss an ensuing damage(s) from pathogenic organisms occurs within 180 days, **we** will pay up to $5,000 to clean up or otherwise remove the pathogenic organisms. This is the most **we** will pay including any testing costs.

   **Conditions:**

   1. The ensuring damage(s) from a pathogenic organism must be reported to **us** within 180 days of the date of the covered loss; and

   2. The premise(s) loss location must be shown in the Declarations at the time of loss.

   "**Pathogenic Organisms**" means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

For **SPECIAL FORM**, the following is added:
9. **Pathogenic Organisms.** If we have paid for a covered loss under **Coverage A – Dwelling** or **coverage B – Other Structures**, and as a result of said loss an ensuing damage(s) from pathogenic organisms occurs within 180 days, we will pay up to $5,000 to clean up or otherwise remove the pathogenic organisms. This is the most we will pay including any testing costs.

**Conditions:**

1. The ensuing damage(s) from a pathogenic organism must be reported to us within 180 days of the date of the covered loss; and
2. The premise(s) loss location must be shown in the Declarations at the time of loss.

**“Pathogenic Organisms”** means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

For **SPECIAL FORM** the following is added:

**PERILS INSURED AGAINST – Coverage A – Dwelling** and **Coverage B – Other Structures** is amended to read as follows:

Item 9. “mold” is deleted.

**GENERAL EXCLUSIONS**

The following exclusion “8” is added to **BASIC FORM – GENERAL EXCLUSIONS:**

8. **We** do not insure for loss or damage caused by, resulting from, contributed to or made worse by the actual, alleged or threatened presence of any pathogenic organisms, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed or aggravated by any physical damage insured by this policy, except as provided under **OTHER COVERAGES, 9. Pathogenic Organisms.**

The following exclusion “3” is added to **SPECIAL FORM – GENERAL EXCLUSIONS:**

3. **We** do not insure for loss or damage caused by, resulting from, contributed to or made worse by the actual, alleged or threatened presence of any pathogenic organisms, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed or aggravated by any physical damage insured by this policy, except as provided under **OTHER COVERAGES, 9. Pathogenic Organisms.**

With respect to this endorsement, all other provisions of the policy apply unless modified by this endorsement.

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To indicate our agreement to the provisions of this policy, we have had our President sign it below.

**CIVIL SERVICE EMPLOYEES INSURANCE COMPANY**

Richard Rey  
President