

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

National Insurance Underwriters, LLC 800 Yamato Rd suite 100 Boca Raton, Fi 33431

# 100% CERTAIN UNDERWRITERS AT LLOYDS, LONDON RENTERS CERTIFICATE

Administrated by:

**National Insurance Underwriters** 

800 Yamato Rd. Suite 100 Boca Raton, FL 33431 800.338.2680 Extension 507

Claims Office: National Adjustment Bureau

Toll Free: 866.693.4393

NIU LSR 02 11 Page 1 of 16

This certificate contains certain important coverage limitations. Please read it carefully.

### CONTENTS AND TRAVEL PROTECTION AGREEMENT

We will provide the insurance described in this certificate in return for the premium and compliance with all applicable provisions of this certificate. This certificate consists of the application, certificate Declarations, this certificate jacket, and all attached endorsements.

### **DEFINITIONS**

In this certificate, "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 results.
- 2. "Business" includes trade, profession or occupation.
- 3. "Insured" means you or 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. Under Section II, "Insured" also means with respect to any vehicle to which this certificate applies:
    - (i) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
    - (ii) Other persons using the vehicle on an "insured location" with your consent.
- 4. "Named Insured" means the person shown on the Declarations page and the spouse if a resident of the same household.
- 5. "Insured location" means the "residence premises";
- 6. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the certificate period, in:
  - a. "Bodily injury"; or
  - b. "Property damage."
- 7. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- **8.** "Residence employee" means an employee of an "Insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services.
- 9. "Residence premises" means:
  - a. The single family dwelling, other structures, and grounds pertaining thereto; or
  - **b.** That part of any other building where you reside and which is shown as the "residence premises" in the Declarations.

### **SECTION I – PROPERTY COVERAGES**

### **Personal Property**

We cover personal property owned or used by an "Insured" while it is anywhere in the world. Our limit of liability for personal property usually located at an "Insured's" residence, other than the "residence premises," is 10% of the limit of liability for Personal Property shown on the Declarations page, or \$1,000, whichever is greater; however, personal property in a newly acquired principal residence is not subject to this limitation for the first 30 days from the time you begin to move the property there.

NIU LSR 02 11 Page 2 of 16

### Special Limits of Liability

These limits do not increase the Personal Property limit of liability shown on the Declarations page. The special limit for each numbered category below is the total limit for each loss for all property in that category.

- 1. \$250 on canoes, kayaks or rowboats.
- 2. \$150 on trailers not used with watercraft.
- 3. \$250 on jewelry, watches, furs, precious and semi-precious stones.
- 4. \$200 on firearms.
- 5. \$250 on silverware, silver-plated ware, goldware, gold-plated ware and pewterware or pewter-plated ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.
- 6. The lesser of \$1,000 or 10% of the Personal Property limit shown on the Declarations page for loss to electronic apparatus.

Electronic apparatus includes but is not limited to:

- a. Computers and/or peripheral devices, telephones, sound reproducing devices, televisions and/or monitors, video reproducing devices, data storage devices; and/or
- b. Accessories or antennas; and/or
- c. Tapes, wires, records, discs or other media for use with any electronic apparatus.
- 7. \$250 on musical instruments.
- 8. \$250 on sports equipment including but not limited to equipment used for team sports, golfing, fishing, skin or SCUBA diving, and hunting.
- 9. \$250 on photography equipment and accessories inclusive of video cameras.
- 10. \$250 on sports and/or other memorabilia.
- 11. \$250 on objects of fine art including but not limited to paintings, lithographs, serigraphs, sculptures, ceramics, and decorative rugs.
- 12. \$250 on tools.
- 13. \$250 on trees, shrubs and other plants inside of the dwelling on the "insured location," for loss caused by the following Perils Insured Against: 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 Burglary. No more than \$50 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.
- 14. The lesser of \$1,000 or 10% of the Personal Property limit shown on the Declarations page on clothes.
- 15. \$100 on food.

### **Property Not Covered**

We do not cover:

- 1. Articles separately described and specifically insured in this or other insurance;
- 2. Animals, birds, or fish;
- 3. Motor vehicles whether or not subject to motor vehicle registration, and all other motorized land conveyances including but not limited to any type of all terrain vehicles. This includes:
  - a. Their equipment and accessories; or
  - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or any other motorized conveyances. Electronic apparatus includes:
    - (i) Accessories or antennas; or

(ii) Tapes, wires, records, discs or other media for use with any electronic apparatus.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

- 4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
- 5. Watercraft of all types (excluding rowboats, kayaks and/or canoes) including their trailers, furnishings, equipment and engines or motors;
- **6.** Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "Insured";
- 7. Property in an apartment regularly rented or held for rental to others by an "Insured";
- 8. Property rented or held for rental to others off the "residence premises";
- 9. "Business" data, including such data stored in:
  - a. Books of account, drawings or other paper records; or
  - **b.** Electronic data processing tapes, wires, records, discs or other software media. However, subject to the special limits of liability in this certificate, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
- 10. Credit cards or fund transfer cards;
- 11. Money, bank notes, bullion, coins, medals, gold other than goldware, silver other than silverware, and platinum other than platinumware.
- 12. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps.
- 13. Property used at any time or in any manner for any "business" purpose.

### **Additional Living Expense**

- 1. If a loss by a Peril Insured Against under this certificate to covered property or the building containing the property makes the dwelling on the "residence premises" uninhabitable, we cover the **Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. You may use up to 4% of the Personal Property limit shown on the Declarations page. The daily benefit for periods less than a calendar month shall be one thirtieth (1/30) of the benefit. Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
- 2. If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this certificate, we cover the Additional Living Expense loss as provided under 1. above for no more than two weeks. Provided that the covered loss occurs within the term of this certificate, the periods of time under 1. and 2. above are not limited by expiration of this certificate. We do not cover loss or expense due to cancellation of a lease or agreement.

### **SECTION I - ADDITIONAL COVERAGES**

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

Payment under this coverage reduces the Personal Property limit of liability by the amount paid for the same loss.

2. Reasonable Repairs. In the event that covered property is damaged by an applicable Peril

NIU LSR 02 11 Page 4 of 16

Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this certificate and the damage to that property is caused by an applicable Peril Insured Against. This coverage:

- a. Does not increase the limit of liability that applies to the covered property;
- **b.** Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I CONDITION 2.d.
- 3. Fire Department Service Charge. We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response. This coverage is additional insurance. No deductible applies to this coverage.
- **4. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
- **5. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.** We will pay up to \$500 for:
  - a. The legal obligation of an "Insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "Insured's" name;
  - b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "Insured's" name:
  - c. Loss to an "Insured" caused by forgery or alteration of any check or negotiable instrument; and
  - **d.** Loss to an "Insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card; or
- **c.** If an "Insured" has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss. We do not cover loss arising out of "business" use or dishonesty of an "insured." This coverage is additional insurance. No deductible applies to this coverage.

### 6. Defense.

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- **b.** If a suit is brought against an "Insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. We have the option to defend at our expense an "Insured" or an "Insured's" bank against any suit for the enforcement of payment under the Forgery coverage.
- 7. Collapse. We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:
  - a. Perils Insured Against in SECTION I PERSONAL PROPERTY. These perils

NIU LSR 02 11 Page 5 of 16

apply to covered buildings and personal property for loss insured by this additional coverage;

- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals or people;
- e. Weight of rain which collects on a roof; or
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or any part of the building cannot be occupied for its intended purpose. A building or any part of a building is not considered in a state of collapse, and therefore this coverage will not apply, if a building or any part of the building is:

- 1. in danger of falling down or caving in.
- 2. standing even if it has separated from another part of the building.
- 3. standing even if it shows evidence of settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion. This coverage does not increase the limit of liability applying to the damaged covered property.
- 8. Building Additions and Alterations. We cover under SECTION I PERSONAL PROPERTY the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than the lesser of \$1000 or 10% of the limit of liability that applies to Personal Property.

Payment under this coverage reduces the Personal Property limit of liability by the amount paid for the same loss.

### SECTION I – PERILS INSURED AGAINST

We insure for direct physical loss to the property described in Section I – Personal Property caused by a peril listed below unless the loss is excluded in SECTION I – EXCLUSIONS.

- 1. Fire or lightning.
- 2. Windstorm or hail.

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

- 3. Explosion.
- 4. Riot or civil commotion.
- 5. Aircraft, including self-propelled missiles and spacecraft.
- 6. Vehicles.
- **7. Smoke,** meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
- 8. Vandalism or malicious mischief.
  - This peril does not include loss to property on the "residence premises" if the dwelling has been vacant or unoccupied for more than 30 consecutive days immediately before the loss occurs.
- **9. Burglary,** meaning damage to covered property caused by burglars. This peril includes theft of covered personal property only if there is visible evidence of forced entry to the structure or vehicle in which the covered property is contained. This coverage only applies in the event that the burglary or attempted burglary is reported to the police within 24 hours of your

NIU LSR 02 11 Page 6 of 16

discovery. This peril does not include damage caused by burglars to property on the "residence premises", or theft of property from the dwelling on the "residence premises" if the dwelling has been vacant or unoccupied for more than 30 consecutive days immediately before the loss occurs.

### 10. Falling objects.

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

- 11. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. This peril does not include loss:
  - a. To the system or appliance from which the water or steam escaped;
  - **b**. Caused by or resulting from freezing except as provided in the peril of freezing below; or
  - c. On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located. In this peril, a plumbing system does not include a sump, sump pump or related equipment.
- 12. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.
- 13. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance. This peril does not include loss on the "residence premises" while unoccupied, unless you have used reasonable care to:
  - a. Maintain heat in the building; or
  - **b.** Shut off the water supply and drain the system and appliances of water.
- 14. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

### **SECTION I – EXCLUSIONS**

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss:

- 1. 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 certificate.
- **2.** Earth Movement, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
  - a. Fire; or
  - **b.** Explosion ensues in which case we will pay only for that ensuing loss.
- 3. Water Damage, meaning:
  - 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 backs up through sewers or drains or which overflows from a sump; or
  - **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. Direct loss by fire or explosion resulting from water damage is covered.
- **4. Power Failure,** meaning the failure of power or other utility service if the failure takes place off the "residence premises." But, if a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.

NIU LSR 02 11 Page 7 of 16

- **5.** Neglect, meaning neglect of the "Insured" to use all reasonable means to save and preserve property at and after the time of a loss.
- 6. War, including the following and any consequence of any of the following:
  - a. Undeclared war, civil war, acts of terrorism, insurrection, rebellion or revolution;
  - **b.** Warlike act by a military force or military personnel; or
  - **c.** Destruction, seizure or use for a military purpose. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- 7. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of SECTION I CONDITIONS.
- 8. Intentional Loss, meaning any loss arising out of any act committed:
  - a. By or at the direction of any "Insured"; and
  - **b.** With the intent to cause a loss.

### **SECTION I – CONDITIONS**

- 1. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
  - a. To the "Insured" for more than the amount of the "Insured's" interest at the time of loss; nor
  - **b.** For more than the applicable limit of liability.
- **2. Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:
  - a. Give prompt notice to us or our agent;
  - **b.** Notify the police within 24 hours of your discovery in case of loss by vandalism or burglary;
  - c. Promptly notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
  - **d.** Protect the property from further damage. If repairs to the property are required, you must:
    - (i) Make reasonable and necessary repairs to protect the property; and
    - (ii) Keep an accurate record of repair expenses;
  - e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
  - **f.** As often as we reasonably require:
    - (i) Show the damaged property;
    - (ii) Provide us with records and documents we request and permit us to make copies; and
    - (iii) Submit to examination under oath as often as we reasonably require at a location chosen by us, while not in the presence of any other "insured," and sign the same;
  - **g.** Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth:
    - (i) The time and cause of loss;
    - (ii) The interest of the "Insured" and all others in the property involved and all liens on the property;
    - (iii) Other insurance which may cover the loss;
    - (iv) Changes in title or occupancy of the property during the term of the certificate;
    - (v) The inventory of damaged personal property described in 2.e. above;
    - (vi) Receipts for additional living expenses incurred; and
    - (vii) 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.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace.
- 4. Loss to a Pair or Set. In case of loss to a pair or set we may elect to:
  - a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - **b.** Pay the difference between actual cash value of the property before and after the loss.
- 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 certificate is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this certificate bears to the total amount of insurance covering the loss.
- 7. Suit Against Us. No action can be brought unless all certificate 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 certificate 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 of an appraisal award with us.
- 10. Abandonment of Property. There shall be no abandonment to us of any property.
- 11. No Benefit to Bailee. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this certificate.
- 12. 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.
  - **b.** Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.
  - c. This certificate 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.
- 13. Recovered Property. If you or we recover any property for which we have made payment under this certificate, you or we will notify the other of the recovery. At our option, the property will be returned to or retained by you or it will become our property. If the recovered property is

NIU LSR 02 11 Page 9 of 16

- returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
- **14. Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 10 day period will be considered as one volcanic eruption.

### **SECTION II – LIABILITY COVERAGES**

### **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 indicated on the Declarations page for this coverage for the damages for which the "Insured" is legally liable. Damages include prejudgment interest awarded against the "insured." However, we will not provide any coverage for punitive or exemplary damages; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. If a suit is brought against the insured for a claim falling within the coverage provided under this certificate seeking both Compensatory and Punitive or Exemplary Damages, then we will afford a defense to such action; however, we shall not have an obligation to pay for any costs, interest or damages attributable to Punitive or Exemplary Damages. 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 up to \$500 for the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

- 1. To a person on the "insured location" with the permission of an "Insured"; or
- 2. To a person off the "insured location," if the "bodily injury":
  - **a.** Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - **b.** Is caused by the activities of an "Insured"; or,
  - **c.** Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured."

### **SECTION II - EXCLUSIONS**

- 1. Personal Liability and Medical Payments to Others do not apply to "bodily injury," "medical expenses," or "property damage":
  - a. Which is expected or intended by the "Insured";
  - **b.** Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
  - **c.** Arising out of the rental or holding for rental of any part of any premises by an "insured."
  - d. Arising out of the rendering of or failure to render professional services;
  - e. Arising out of a premises:
    - (i) Owned by an "Insured";

- (ii) Rented to an "Insured"; or
- (iii) Rented to others by an "Insured" that is not an "insured location";

### **f.** Arising out of:

- (i) 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";
- (ii) The entrustment by an "Insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (iii) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion (f) does not apply to:

- (a) A trailer not towed by or carried on a motorized land conveyance.
- (b) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (i) Not owned by an "Insured";
  - (ii) Owned by an "Insured" and on an "insured location"; or,
  - (iii) A vehicle or conveyance not subject to motor vehicle registration which is designed for assisting the handicapped.

This exclusion (f) applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.

### g. Arising out of:

- (i) The ownership, maintenance, use, loading or unloading of any watercraft.
- (ii) The entrustment by an "Insured" of any watercraft to any person; or
- (iii) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any watercraft.

This exclusion applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.

### **h.** Arising out of:

- (i) The ownership, maintenance, use, loading or unloading of an aircraft;
- (ii) The entrustment by an "Insured" of an aircraft to any person; or
- (iii) Vicarious liability, whether or not statutorily imposed, 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.

This exclusion (h) applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.

- i. Caused directly or indirectly by war, including the following and any consequence of any of the following:
  - (i) Undeclared war, civil war, act of terrorism, insurrection, rebellion or revolution;
  - (ii) Warlike act by a military force or military personnel; or
  - (iii) Destruction, seizure or use for a military purpose.
  - Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- j. Which arises out of the transmission of a communicable disease by an "Insured";
- **k.** Arising out of sexual molestation, corporal punishment or physical or mental abuse. This exclusion applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.
- I. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not

- apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- m. Caused by any animal owned or kept by you, or in your care, custody and/or control whether or not the injury occurs on your premises or any other location. This exclusion applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.
- n. To any person while on the "residence premises because a business is conducted or professional services are rendered thereon.
  Exclusion n. does not apply to "bodily injury" to a "residence employee" arising
  - out of and in the course of the "residence employee's" employment by an "insured."
- o. Arising out of any assault and/or battery committed by you, or anyone related to you by blood, marriage, or adoption, or a ward or foster child, or any of your employees or agents. This exclusion applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.
- p. Arising out of the ownership, maintenance or use by any person of any swimming pool, hot tub, whirlpool bath, or spa and their accessories including, but not limited to pumps, cleaning equipment, chemicals and lights. This exclusion applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.
- q. Arising out of the ownership, maintenance or use by any person of any trampoline. This exclusion applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.
- r. Arising out of the serving or furnishing of alcoholic beverages to any guest or invitee. This exclusion applies regardless of whether or not the "bodily injury" or "property damage" occurs on or off the insured location. This exclusion applies to liability whether actual or alleged for any claim of negligent supervision by any insured of any minors in the care of any insured.
- s. Arising out of "fungi," wet or dry rot, or bacteria located on the insured location.

### 2. Personal Liability, does not apply to:

- a. Liability:
  - (i) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
  - (ii) Under any contract or agreement. However, this exclusion does not apply to written contracts that directly relate to the ownership, maintenance or use of an "insured location" unless excluded in (i) above or elsewhere in this certificate;
- b. "Property damage" to property owned by the "Insured";
- **c.** "Property damage" to property rented to, occupied or used by or in the care, custody or control of the "insured."
- **d.** "Bodily injury" to any person eligible to receive any benefits:
  - (i) Voluntarily provided; or
  - (ii) Required to be provided; by the "Insured" under any:
    - (a) Workers' compensation law;
    - (b) Non-occupational disability law; or
    - (c) Occupational disease law;
- e. "Bodily injury" or "property damage" for which an "Insured" under this certificate:
  - (i) Is also an insured under a nuclear energy liability certificate; or
  - (ii) Would be an insured under that certificate but for the exhaustion of its limit of liability.

A nuclear energy liability certificate is one issued by:

- (a) American Nuclear Insurers:
- (b) Mutual Atomic Energy Liability Underwriters;
- (c) Nuclear Insurance Association of Canada or any of their successors; or
- f. "Bodily injury" to you or any "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":
    - (i) Occurs off the "insured location"; and
    - (ii) 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:
    - (i) Voluntarily provided; or
    - (ii) Required to be provided under any:
      - (a) Workers' compensation law;
      - (b) Non-occupational disability law; or
      - (c) Occupational disease law;
  - c. From any:
    - (i) Nuclear reaction;
    - (ii) Nuclear radiation; or
    - (iii) Radioactive contamination; all whether controlled or uncontrolled or however caused; or
    - (iv) Any consequence of any of these; or
  - **d.** To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

### SECTION II – ADDITIONAL COVERAGES

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

- 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 shown on the Declarations page. 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 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 up to \$500 for expenses for first aid to others incurred by an "Insured" for "bodily injury" covered under this certificate. We will not pay for first aid to you or any other "insured."

### **SECTION II – CONDITIONS**

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

more than the limit of liability as shown in the Declarations.

- **2. Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. 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:
    - (i) The identity of the certificate and "Insured";
    - (ii) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
    - (iii) 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:
    - (i) To make settlement;
    - (ii) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "Insured";
    - (iii) With the conduct of suits and attend hearings and trials; and
    - (iv) To 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."

### 4. 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.

5. Payment of Claim - Medical Payments to Others.

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

**6. Suit Against Us.** No action can be brought against us unless there has been full compliance with all certificate 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 Section II – Personal Liability can be brought against us until the obligation of the "Insured" has been determined by final judgment or agreement signed by

- 7. Bankruptcy of an Insured. Bankruptcy or insolvency of an "Insured" will not relieve us of our obligations under this certificate.
- 8. Other Insurance Personal Liability.

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

### **SECTION III – TRAVEL BENEFITS**

The following benefits apply for the "named insured" only:

### 1. Prescription Card:

Discounts on prescription drugs are provided in three different ways: a) save on regular prescriptions through mail service provider; b) save on prescriptions at local pharmacies; c) receive preferred pricing on certain brand name maintenance medications for common medical conditions.

### 2. Travel Discounts:

Incredible rates for flights, hotels, cruise and travel or tour packages. Book

online at <u>www.preferredmembers.com</u>. For hotel discounts, book online or dial toll free 800-916-1439. Discount code 136142.

### 3. Rental Car Discounts:

Call the following toll free numbers and provide the ID code for rental car discounts:

Alamo	800-354-2322	ID#93625
Avis	800-831-8000	ID#A619900
Budget	800-772-3773	ID#T784918
Dollar	800-800-4000	ID#NS6009
Thrifty	800-367-2277	ID#0010027892

- 4. Legal Fee Reimbursement for the named insured who is involved in either:
  - (a) manslaughter or
  - (b) assault and battery charge.

The charges must result from an automobile accident while driving a private passenger (pleasure) vehicle. Coverage will not be afforded for any willful act of the "named insured." Coverage under this part is limited to a maximum of \$200 per certificate period.

### 5. Lost Luggage Protection:

If your baggage is lost by a transportation carrier, follow carefully the "Lost Baggage Claim Procedure" which is customary with the carrier involved. If you are not satisfied with the results, notify us in writing, supplying a copy of your claim check and claim form. We will endeavor to follow up on your claim to assure a fair settlement.

### 6. Emergency Cash:

In the event your credit cards or cash have been stolen and you are 250 miles from home, call and we will loan you cash to "tide you over." Theft must be reported to police department and a police report must be presented prior to loan. Loan must be repaid to the carrier within 30 days of loss. This benefit will be administered by National Adjustment Bureau. Benefit: \$100

### SECTIONS I, II and III - CONDITIONS

- 1. Certificate Period. This certificate applies only to losses which occur during the certificate period.
- **2.** Concealment or Fraud. The entire certificate will be void if, whether before or after a loss, an "Insured" has:
  - a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements; relating to this insurance.
- 3. Liberalization Clause. If we make a change which broadens coverage under this edition of our certificate 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 certificate period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our certificate.

### 4. Waiver or Change of Certificate Provisions.

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

### 5. Cancellation.

- a. You may cancel this certificate 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 certificate only for the reasons stated below by notifying you in writing of the date cancellation takes effect. This cancellation notice may be

- delivered to you, or mailed to you at your mailing address shown in the Declarations. U.S. Postal proof of mailing will be sufficient proof of notice.
- (i) 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.
- (ii) When this certificate 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.
- (iii) When this certificate 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 any fraud related to any claim, or any material misrepresentation on the certificate application which, if known to us, would have caused us to either refuse to issue the certificate, issue the certificate with different coverage provisions, or issue the certificate at a higher premium; or
  - (b) If the risk has changed substantially since the certificate was issued. This can be done by letting you know at least 30 days before the date Cancellation takes effect.
- (iv) When this certificate is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- c. If this certificate is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- **d.** If the return premium is not refunded with the notice of cancellation or when this certificate is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- e. If the return premium is \$10 or less, it will not be refunded unless you request the refund in writing.
- 6. Nonrenewal. We may elect not to renew this certificate. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this certificate. Proof of mailing will be sufficient proof of notice.
- 7. Assignment. Assignment of this certificate will not be valid unless we give our written consent.
- **8. 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.
- 9. 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 premises and property of the deceased covered under the certificate at the time of death;
  - b. "Insured" includes:
    - (i) 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
    - (ii) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

NIU LSR 02 11 Page 16 of 16

### SEVERAL LIABILITY NOTICE

The subscribing reinsurers' obligations under contracts of reinsurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing reinsurers are not responsible for the subscription of any co-subscribing reinsurer who for any reason does not satisfy all or part of its obligations.

08/94 LSW1001 (Reinsurance)

### **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97 NMA2802

### BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962 06/02/03 Form approved by Lloyd's Market Association [Non-Marine]

### MICROORGANISM EXCLUSION (Absolute)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

- (i) any physical loss or damage to insured property;
- (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (iii) any Loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA 5018 14/09/2005 Form approved by Lloyd's Market Association

### RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - PHYSICAL DAMAGE - DIRECT (U.S.A.)

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59 NMA1191

### SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

### Mendes & Mount (Attorneys), 750 Seventh Avenue, New York, N.Y. 10019-6829, U.S.A.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or Reinsured) to give a written undertaking to the insured (or Reinsured) that they will enter a general appearance upon Underwriters behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020 14/09/2005

Form approved by Lloyd's Market Association

### APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005 LMA5021 Form approved by Lloyd's Market Association

### NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

### This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

### IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component,

solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60 NMA1256

### LLOYD'S PRIVACY POLICY STATEMENT

### UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

#### INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

### CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03 LSW1135B

### WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918 08/10/2001

### ASBESTOS ENDORSEMENT

A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

- 1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
- 2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
- 3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
- 4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
  - (i) any faults in the design, manufacture or installation of the asbestos;
  - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

14/09/2005

LMA5019

Form approved by Lloyd's Market Association

### ELECTRONIC DATA ENDORSEMENT B

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire Explosion

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01 NMA2915

### ANIMAL AND REPTILE EXCLUSION

It is understood and agreed that as respects Section 2, Liability Coverage, Coverage F – Medical Payments to Others, item number 2, sub-section d is excluded.

Coverage as afforded by this policy does not apply to any claim/suit or damages arising out of, and/or connected with, and/or caused by, and/or alleged to have been caused in whole or part by any animal owned by, leased to, or in the care, custody or control of the Named Insured.

All other terms, clauses and conditions remain unchanged.

LVD AR Revised 12/95

### **EARNED PREMIUM ENDORSEMENT**

In consideration of the premium paid herein, this policy is amended to reflect the following:

In the event of a total loss to the residence premises covered herein, the premium shall be fully earned. All other terms, clauses and conditions remain unchanged.

EP Revised 12/95

### SEASONAL DWELLING ENDORSEMENT

The insured agrees to maintain the heat at 50 degrees Fahrenheit. Failure to maintain the heat at this level will result in the exclusion of losses which are caused by freezing.

All other terms, clauses and conditions remain unchanged.

SEAS 12/96

### PUNITIVE DAMAGES EXCLUSION

It is understood and agreed that this insurance does not apply to legal liability awarded for punitive damages by a court of law or jury or agreed to in advance by the Insured.

It is understood and agreed that below is a definition of punitive damages:

Punitive Damages: Related misconduct that is intentional, malicious, or consists of action or inaction which is so gross, willful or which indicates such a conscious or an aggravated disregard of others that a jury could conclude that the conduct takes on a criminal character, whether or not it is punishable as an offence against the State.

It is understood and agreed that this is a definition of punitive damages, but it is not the only or sole definition accepted by legal authorities.

PUN Revised 12/95

### CANCELLATION AND NON-RENEWAL

### NON-RENEWAL

If we decline to renew this Policy, we will send you by certified mail a notice or non-renewal at the address shown on the Declaration page at least 30 days before the policy ends. Our right to decline to renew applies to each coverage or limit in this policy.

### YOUR CANCELLATION

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

### **OUR CANCELLATION**

Our right to cancel applies to each coverage or limit in this policy. We may cancel the policy or any part of it for any reason by notifying you at least 30 days before the date of cancellation.

Non-payment of premium. We may cancel this policy or any part of it with 10 days notice if you fail to pay the premium by the due date, regardless of whether the premium is payable to us, or to our agent.

#### **PROCEDURE**

To cancel this policy or any part of it, we must notify you in writing. This notice may be delivered or sent by certified mail to you at the mailing address shown on the Declaration Page. This notice will include the date the cancellation is to take effect.

### **REFUND**

In the event of cancellation by us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term for each part of the policy. In the event of cancellation by you, in any unearned premium remains, it will be computed pro rata less 25% for the unexpired term of this policy.

CANC 11/96

### TRAMPOLINE EXCLUSION

Section I – Property Coverages and Section II – Liability Coverages – Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to "bodily injury" or "property damage" caused by or resulting from the use of any trampoline.

All other terms, clauses and conditions remain unchanged.

TRAM 03/11

### LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

24/11/88 NMA2341

## SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

(a) any loss, damage, cost or expense, or

(b) any increase in insured loss, damage, cost or expense, or

(c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation).

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

24/11/08 NMA2342