

Letter to the Director,

My name is Edward Lanier I am the permit tech for Great Day improvements in Pittsburgh, I am requesting approval to replace the existing awning and railings at 34 Kenney way.

The exiting awning roof and railings are in disrepair and should be replaced for safety reasons.

Thank you

Edward Lanier

WILLIAM PEDUTO
MAYOR



KARINA RICKS
DIRECTOR

CITY OF PITTSBURGH
DEPARTMENT OF MOBILITY & INFRASTRUCTURE
CITY-COUNTY BUILDING

Application for an Encroachment on City Dedicated Right-Of-Way

Date: _____

Applicant Name: Edward Lanier / PATIO ENCLOSURES

Property Owner's Name (if different from Applicant): KELLY BENDER

Address: 34 KENNEY WAY

Phone Number: 412 427 8236 Alternate Phone Number: _____

Location of Proposed Encroachment: FRONT PORCH

Ward: 6th Council District: _____ Lot and Block: 25-R-69

What is the properties zoning district code: _____ (zoning office 255-2241)

Planning/Zoning Case OneStop Number (if applicable): ZDR- 2021 01387

Is the existing right-of-way, a street or a sidewalk? Sidewalk

Width of Existing Right-of-Way (sidewalk or street): 36" - 40" (Before encroachment)

Length of Existing Right-of-Way (sidewalk or street): _____ (Before encroachment)

Width of Proposed Encroachment: 1'

Length of Proposed Encroachment: 6.6'

Number of feet the proposed object will encroach into the ROW: 6.66 Sq. Ft.

Description of encroachment: INSTALLING NEW AWNING ROOF

Reason for application:

INSTALLING NEW AWNING ROOF + RAILINGS
ON EXISTING PORCH. THE EXISTING
PORCH + AWNING ENCROACH ALREADY.

BOTH EXISTING AWNING + RAILING IN DIS REPAIR



THE CITY OF PITTSBURGH

DEPARTMENT OF FINANCE

William Peduto, Mayor Douglas Anderson Director/Treasurer

04/21/2021

Department of Permits, Licenses & Inspection
200 Ross Street
Room 320
412-255-2858

City ID 01-0038-952
Representative FEP
 1539769

DATE APPROVED: 04/21/2021
CITY ID: 01-0038-952
CONTRACTOR: GREAT DAY IMPROVEMENTS LLC
 GDIC MANAGEMENT SERVICES

The above contractor is in compliance with all business tax to the City of Pittsburgh, as required under the Pennsylvania Authority of Acts of Assembly and Amendments Subsequent.

This is your authorization from the Department of Finance to issue the appropriate license to the above contractor.

Frances E Pischke

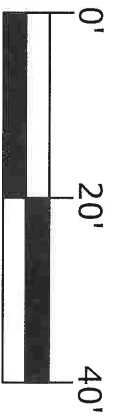
Frances E Pischke , Tax Collection/Compliance
412-255-2541
Frances.Pischke@pittsburghpa.gov

NOTE: CALL PA ONE CALL SYSTEMS BEFORE CONSTRUCTION AND OR EXCAVATION. NO UTILITIES LOCATED.

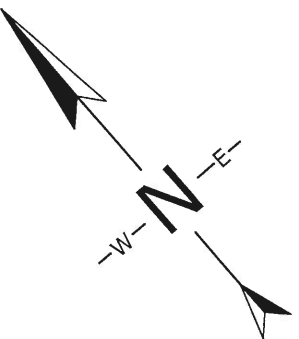
The purpose of this plan is for boundary and mortgage location purposes only. Declaration is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.

NOTE: SNOW ON GROUND AT TIME OF INSPECTION.

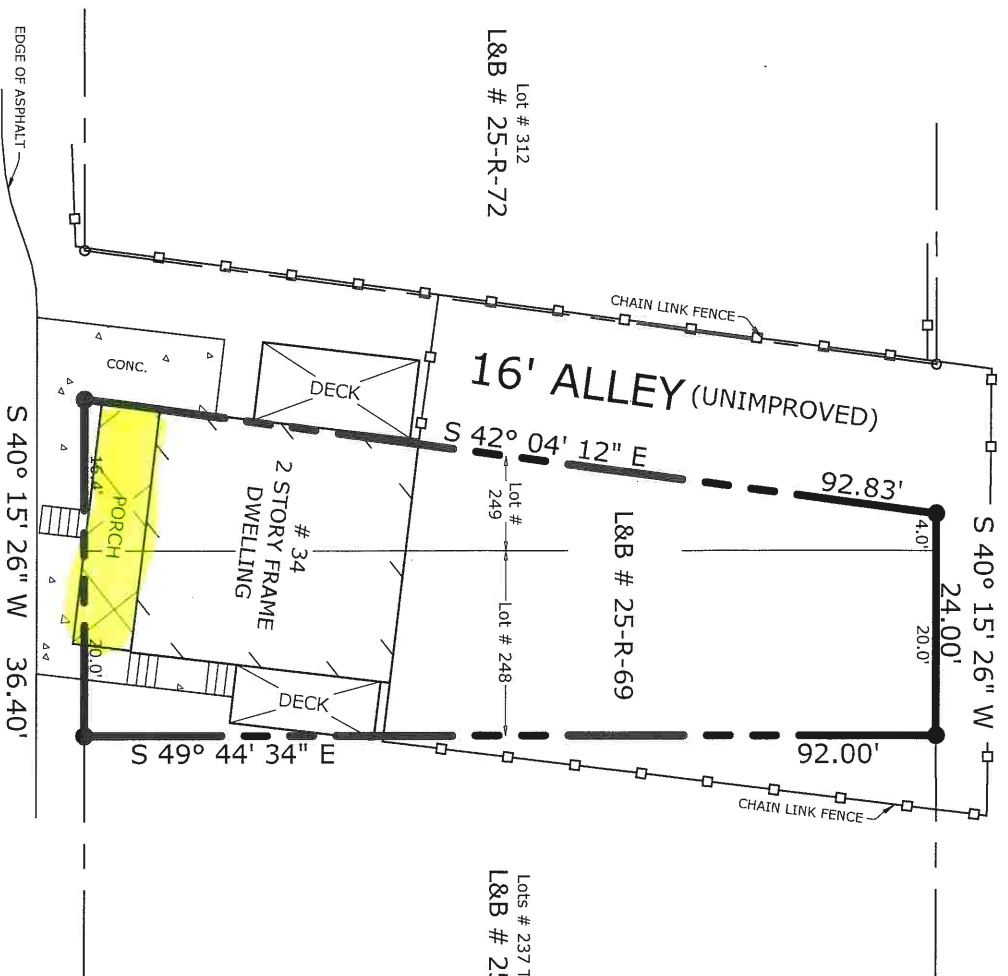
NOTE: NO STAKES SET



GRAPHIC SCALE 1" = 20'



STOCKHOLM STREET 40' FORMERLY SHERIDAN STREET



KENNEY WAY 16' FORMERLY KING ALLEY

PLAN OF LOTS OF L.P. JONES

P.B.V. 4 PG. 152

I Jeffrey L. Kroneberg, P.L.S., hereby certify to and solely for the benefit of the person(s) named in this plan that this plan was prepared upon the premises on the date shown hereon showing the location of all buildings and easements of the surface of the premises. This plan is based on current deed and/or plan of record without the benefit of a title search which may reveal additional conveyances, easements, rights of way, or building lines. This plan may not be relied upon by anyone other than the person(s) for whose benefit it had been prepared. Copies of this plan without a signed seal are for reference only. This plan may not be recorded or referenced in deed, survey plan or plat book unless a signed acknowledgement appears on this plan stating it was prepared for such purpose.

ALLEGHENY LAND SURVEYING

PITTSBURGH, PA (412) 920-0341

DRAWING NO. 16428-D

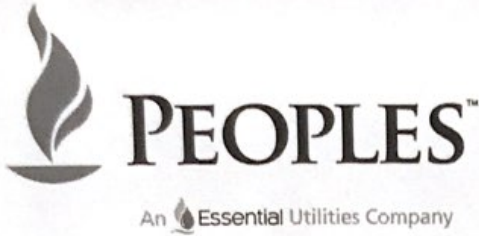
SCALE: 1" = 20' DATE: 02-01-2021

PLAN OF SURVEY

SITUATE IN: 6th WARD CITY OF PITTSBURGH, ALLEGHENY CO., PA

MADE FOR:

KELLY L. BENDER



Janice Saltzman
TEL 412.258.4669
MOBILE 412.580.9744
jsaltzman@peoples-gas.com

March 8, 2021

Karina Ricks, Director
Department of Mobility and Infrastructure
City of Pittsburgh
611 Second Avenue
Pittsburgh, PA 15219

RE: Encroachment at 34 Kenney Way
Block and Lot 25-R-69
6th Ward, City of Pittsburgh

Dear Ms. Ricks:

This letter is in response to a request we received from Great Day Improvements regarding the replacement of roof and hand railings. Three (3) square feet of the front porch extends into the sidewalk area of the public right of way at the above-referenced location.

Based on the drawings provided to Peoples, the porch encroachment does not interfere with our gas facilities in this area.

Peoples has no objection to the existing encroachment.

Sincerely,

Janice Saltzman
Land Department

Edward Lanier

From: Jay R Lucas <Jay.Lucas@amwater.com>
Sent: Thursday, March 4, 2021 11:22 AM
To: Edward Lanier
Cc: Jason R Costa
Subject: RE: Request for documentation

Categories: Red Category

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Edward,

Pennsylvania-American Water Company (PAW) does not have any facilities located in 34 Kenney Way, Pittsburgh, PA. This location is outside of our service area.

Let us know if you have any questions or need any additional information. Thanks.

Jay

Jay R. Lucas, P.E.
Engineering Manager, Western PA
Pennsylvania-American Water Company
300 Galley Road
McMurray, PA 15317

(724) 873-3653 - Office
(724) 743-3120 - Fax
(412) 841-2520 - Mobile
7-343-3653 - VOIP

jay.lucas@amwater.com

From: Edward Lanier <Edward.Lanier@greatdayimprovements.com>
Sent: Wednesday, March 3, 2021 1:54 PM
To: Jay R Lucas <Jay.Lucas@amwater.com>
Cc: Jason R Costa <Jason.Costa@amwater.com>
Subject: Request for documentaion

EXTERNAL EMAIL: The Actual Sender of this email is Edward.Lanier@greatdayimprovements.com "Think before you click!".

3/3/2021

Jay Lucas
Pennsylvania American Water 560 Horning Rd.
Bethel Park, Pa 15102

Good morning,

My name Edward Lanier I am the permit technician for Great Day Improvements in Pittsburgh. I have recently applied for a zoning permit for 34 Kenney Way Pittsburgh Pa 15219.

After the initial zoning review, it was found that the existing structure was encroaching onto the sidewalk by approximately 3 sq. ft. I was then directed to obtain documentation stating approval/easement/agreement from your company concerning the aforementioned property and the encroachment.

I am including photo, drawings and survey of the proposed. Please forward documentation regarding this matter to:

Edward Lanier
Permit Tech.
Great Day Improvements/ Patio Enclosures
4777 Streets Run Rd.
Pittsburgh, PA 15236
Edward.lanier@greatdayimprovements.com

Thank you.

Edward Lanier
Measure Breakout Specialists

PITTSBURGH OFFICE:
4777 Streets Run Road | Pittsburgh, PA 15236
Main: 412-431-7000 | Mobile: 412-583-3120
edward.lanier@greatdayimprovements.com



greatdayimprovements.com | patioenclosures.com | stanekwindows.com | hccscreens.com

WE'RE GROWING! [Apply today](#) to join our team.

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www.amwater.com

Edward Lanier

From: gary.redondo@verizon.com
Sent: Monday, March 8, 2021 2:07 PM
To: Edward Lanier
Subject: RE: request for documentation
Attachments: Bender pix 2.jpg; Kenney Way 34 survey.pdf; PIT Bender #39653-02 CAD Stamped Rev A pgs 1-5.pdf.0gqjk7f.partial; Allegheny Co.real estate portal 34 kenney way.pdf

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Edward,

Based on the information provided, Verizon has no objection to the existing encroachment.

Thanks,



GARY REDONDO
ENGINEER

O 412.237.2293
M 412.667.8618
15 E MONTGOMERY PL
PITTSBURGH, PA 15212

gary.redondo@verizon.com

From: Edward Lanier [mailto:Edward.Lanier@greatdayimprovements.com]
Sent: Wednesday, March 3, 2021 1:57 PM
To: Redondo, Gary <gary.redondo@one.verizon.com>
Cc: Barren, Daniel (Dan) <daniel.barren@one.verizon.com>
Subject: [E] request for documentation

3/3/2021

Gary Redondo
Verizon
15 E. Montgomery Ave.
Pittsburgh, PA 15212

Good morning,

My name Edward Lanier I am the permit technician for Great Day Improvements in Pittsburgh. I have recently applied for a zoning permit for 34 Kennev Way Pittsburgh Pa 15219.

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Edward Lanier
Permit Tech.
Great Day Improvements/ Patio Enclosures
4777 Streets Run Rd.
Pittsburgh, PA 15236
Edward.lanier@greatdayimprovements.com

Thank you.
CORPORATE OFFICES: 720 Highland Road E | Macedonia, OH 44056 | 800-230-8301

Edward Lanier
Measure Breakout Specialists

PITTSBURGH OFFICE:
4777 Streets Run Road | Pittsburgh, PA 15236
Main: 412-431-7000 | Mobile: 412-583-3120
edward.lanier@greatdayimprovements.com



greatdayimprovements.com | patioenclosures.com | stanekwindows.com | hccscreens.com

WE'RE GROWING! [Apply today](#) to join our team.

To: Karina Ricks, Director of the Department of Mobility and Infrastructure
From: William J. Pickering, PWSA Chief Executive Officer
Date: March 29, 2021
Subject: Proposed Encroachment at 34 Kenney Way

The following is in response to the attached 3/3/2021 request regarding the encroachment near 34 Kenney Way in the 6th Ward of the City of Pittsburgh.

1. The Water Mapping (attached) indicates that there are no known PWSA waterlines within the area of the proposed encroachment.
2. The Sewer Mapping (attached) indicates that there are no known PWSA sewerlines within the area of the proposed encroachment that will be impacted during construction of project. Please note, PWSA does not maintain records of sewer service laterals and the property owner is responsible for maintenance. We cannot confirm if the private service lateral will be affected.

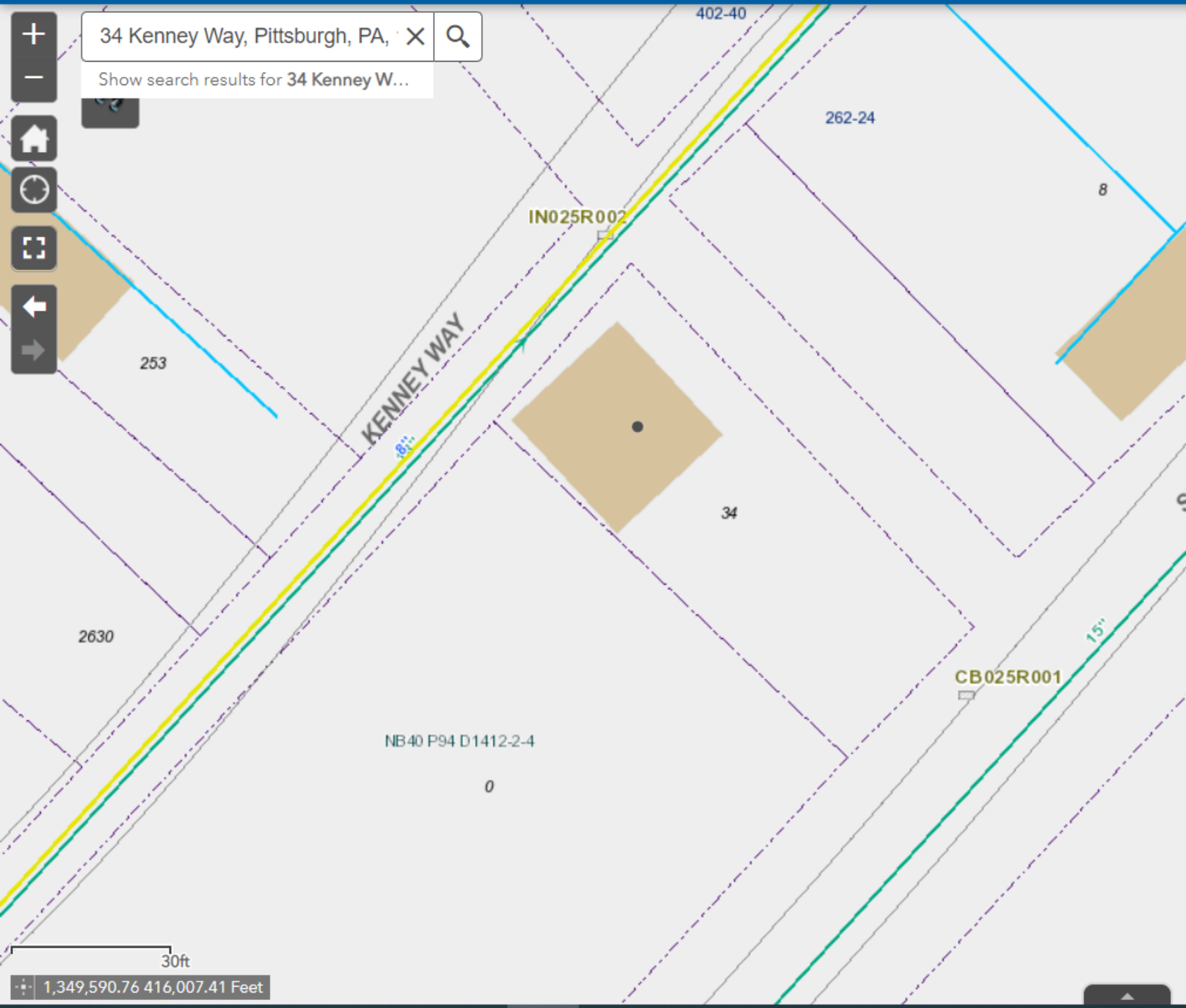
PWSA has no objection to the proposed encroachment under the conditions set forth above.

JAT

Attachment

34 Kenney Way, Pittsburgh, PA, X

Show search results for 34 Kenney W...



34 Kenney Way
Pittsburgh, Pennsylvania

Google

Street View



Kenney Way

Google



GREAT DAY IMPROVEMENTS, PITTSBURGH
BENDER RESIDENCE

DRAWING #	DESCRIPTION
1	COVER
2	ELEVATION "B" WALL
3	ELEVATION "A" & "C" WALL
4	ROOF PLAN
5	SYSTEM DETAILS

MINIMUM DESIGN LOADS: PER 2015 IRC

SNOW LOADS: GROUND SNOW LOAD 30 PSF

ULTIMATE DESIGN WIND SPEED: 115 MPH, 3 SEC. GUSTS

LIVE LOADS:

1. ROOF: 20 PSF
2. FLOOR: 40 PSF

NOTES:

1. 3" SINGLE SLOPE ROOF ONLY; SANDSTONE IN COLOR
2. CONSTRUCT ROOF OVER EXISTING CONCRETE
3. NO ELECTRICAL BY GDI

NOTE: THE P.E. STAMP ON THESE DRAWINGS ADDRESS ONLY THE GDI MANUFACTURED COMPONENTS, & THE ANCHORAGE OF THESE COMPONENTS TO THE EXISTING STRUCTURE.



LOCATION
GDI - PITTSBURGH
4777 STREETS RUN ROAD UNIT #2
PITTSBURGH, PA 15236
412-431-7000

KELLY BENDER
34 KENNEY WAY
PITTSBURGH, PA 15219
JOB # 39653-02

REV. A	2/2/21
REV. B	3/4/21
DATE	1/28/21
DRAWN	PIH
SCALE	1/4" = 1'-0"
SHEET	1 OF 5

THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, LLC, AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.



ELEVATION - "B" WALL



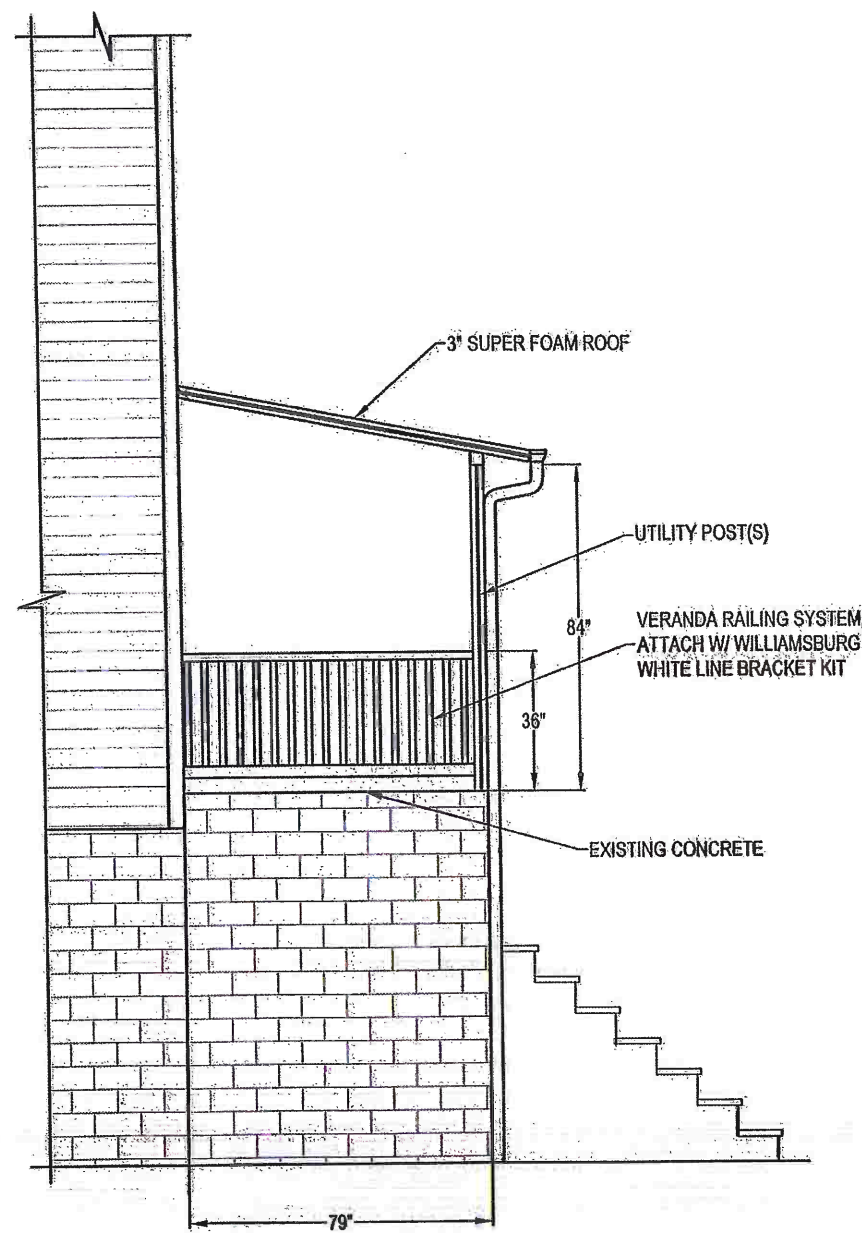
LOCATION
 GDI - PITTSBURGH
 4777 STREETS RUN ROAD UNIT #2
 PITTSBURGH, PA 15236
 412-431-7000

KELLY BENDER
 34 KENNEY WAY
 PITTSBURGH, PA 15219
 JOB # 39653-02

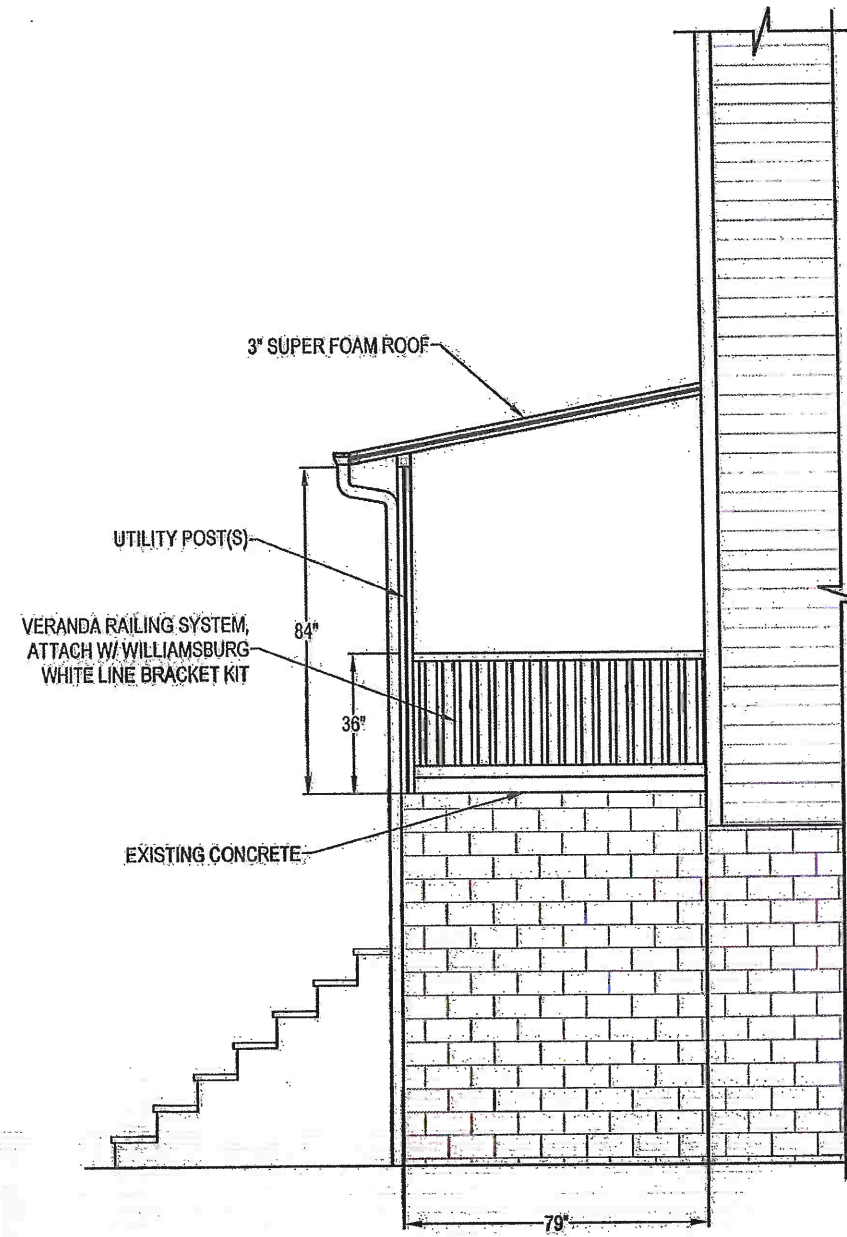
REV. A	2/2/21
REV. B	3/4/21
DATE	1/28/21
DRAWN	PIH
SCALE	1/4" = 1'-0"
SHEET	2 OF 5

COMMONWEALTH OF PENNSYLVANIA
 REGISTERED PROFESSIONAL ENGINEER
 JAMES A. CLANCY
 JAMES A. CLANCY, P.E., P.E.
 PA. PROFESSIONAL ENGINEER (PA. LIC. #42340)
 604 ASBURY AVENUE
 NATIONAL PARK, NJ 08063
 PH. # 856-853-7306

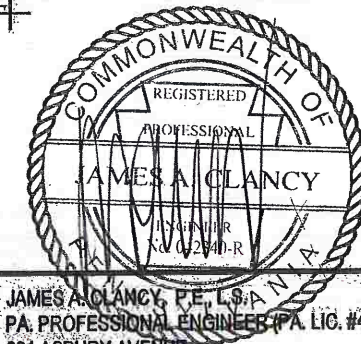
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ELEVATION - "A" WALL



ELEVATION - "C" WALL



JAMES A. CLANCY, P.E., L.S.P.A. N.J.A.
 PA. PROFESSIONAL ENGINEER (PA. LIC. #42340)
 601 ASBURY AVENUE
 NATIONAL PARK, NJ, 08063
 PH. # 856-853-7306

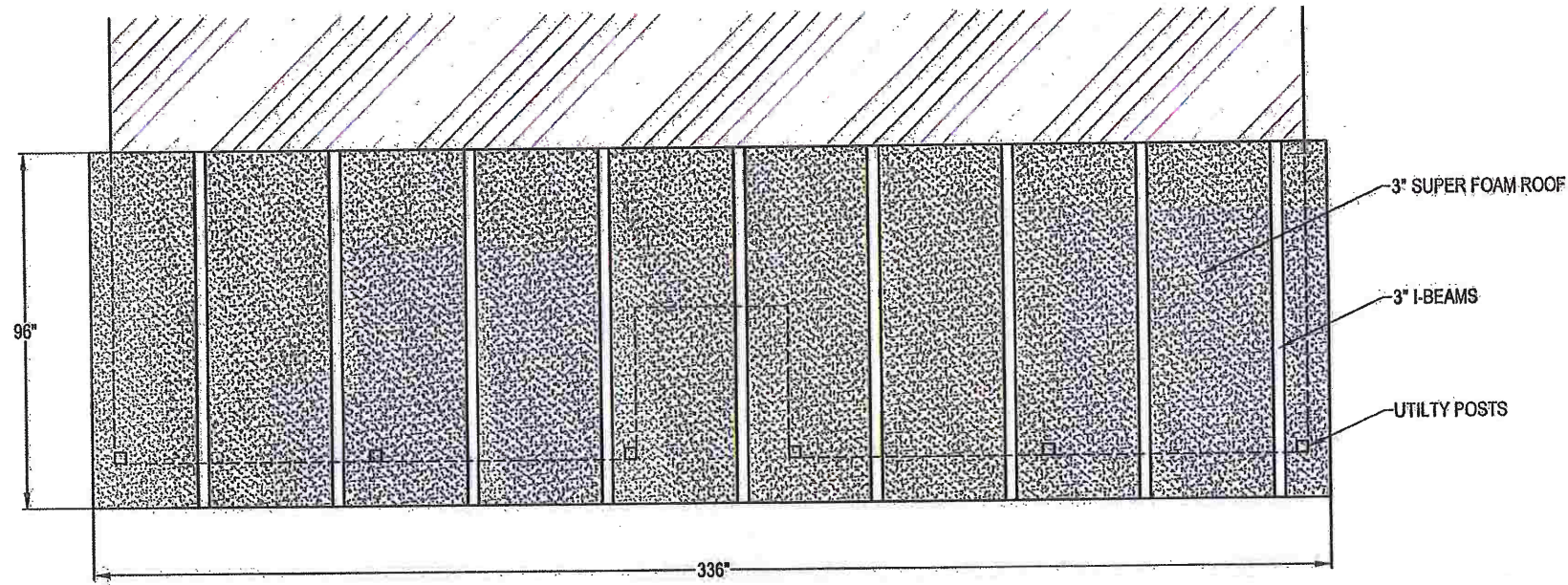
REV. A 2/2/21
 REV. B 3/4/21
 DATE 1/28/21
 DRAWN PIH
 SCALE 1/4" = 1'0"
 SHEET 3 OF 5

KELLY BENDER
 34 KENNEY WAY
 PITTSBURGH, PA 15219
 JOB # 39653-02

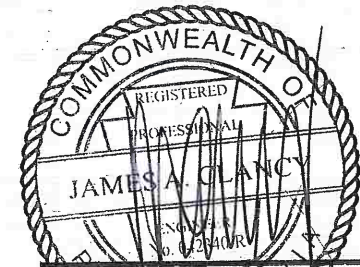
LOCATION
 GDI - PITTSBURGH
 4777 STREETS RUN ROAD UNIT #2
 PITTSBURGH, PA 15236
 412-431-7000



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ROOF PLAN



JAMES A. CLANCY, P.E., L.S.
 PA. PROFESSIONAL ENGINEER (PA. LIC. #42340)
 601 ASBURY AVENUE
 NATIONAL PARK, NJ. 08063
 PH. # 856-853-7306

03/08/21

REV. A	2/2/21
REV. B	3/4/21
DATE	1/28/21
DRAWN	PIH
SCALE	1/4" = 10"
SHEET	4 OF 5

LOCATION
 GDI - PITTSBURGH
 4777 STREETS RUN ROAD UNIT #2
 PITTSBURGH, PA 15236
 412-431-7000

KELLY BENDER
 34 KENNEY WAY
 PITTSBURGH, PA 15219
 JOB # 39653-02



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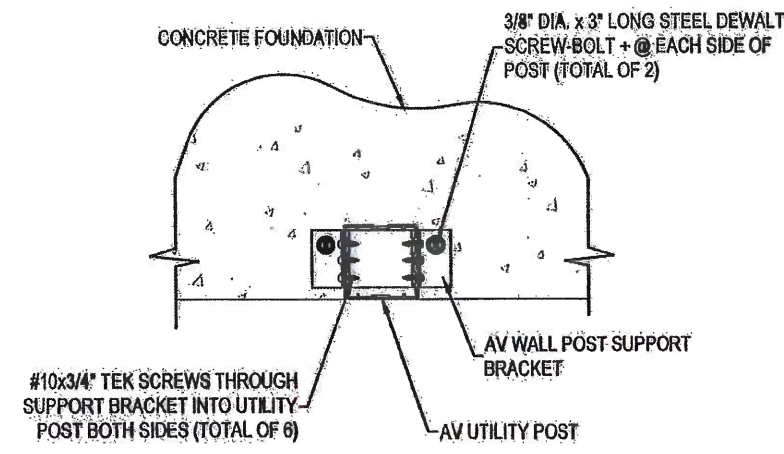


LOCATION
 GDI - PITTSBURGH
 4777 STREETS RUN ROAD UNIT #2
 PITTSBURGH, PA. 15236
 412-431-7000

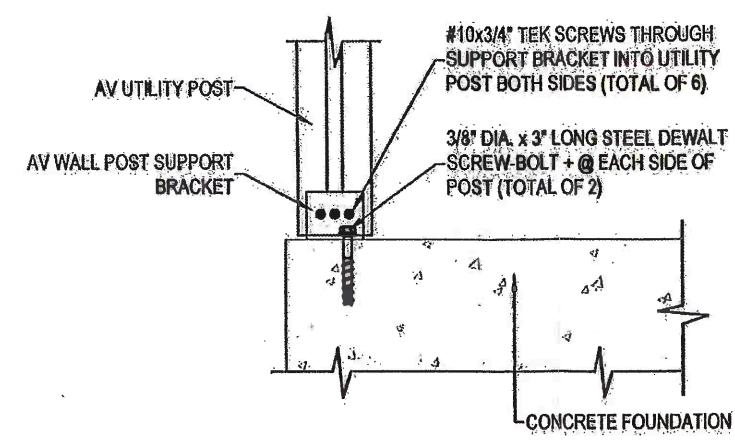
KELLY BENDER
 34 KENNEY WAY
 PITTSBURGH, PA 15219
 JOB # 396653-02

REV. A	2/2/21
REV. B	3/4/21
DATE	1/28/21
DRAWN	PIH
SCALE	1 1/2" = 1'-0"
SHEET	5 OF 5

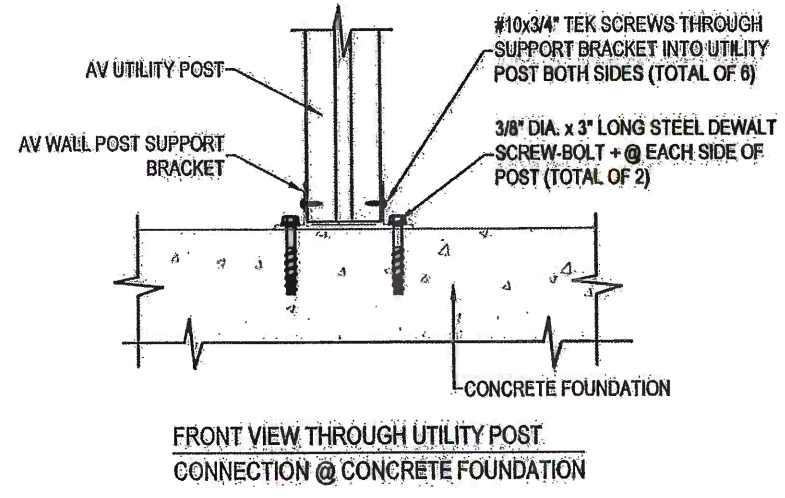
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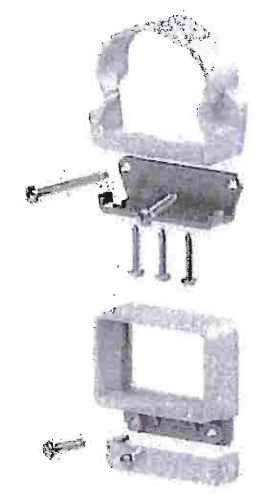
PLAN VIEW OF ROOF ONLY UTILITY POST CONNECTION @ CONCRETE FOUNDATION



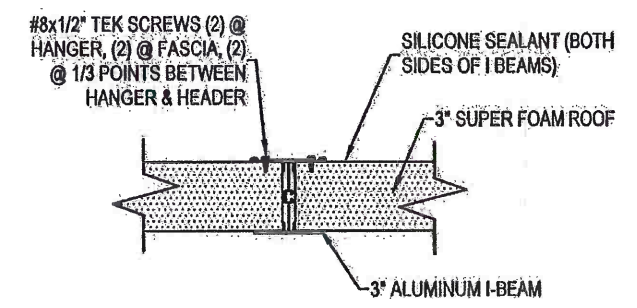
SECTION VIEW THROUGH UTILITY POST CONNECTION @ CONCRETE FOUNDATION



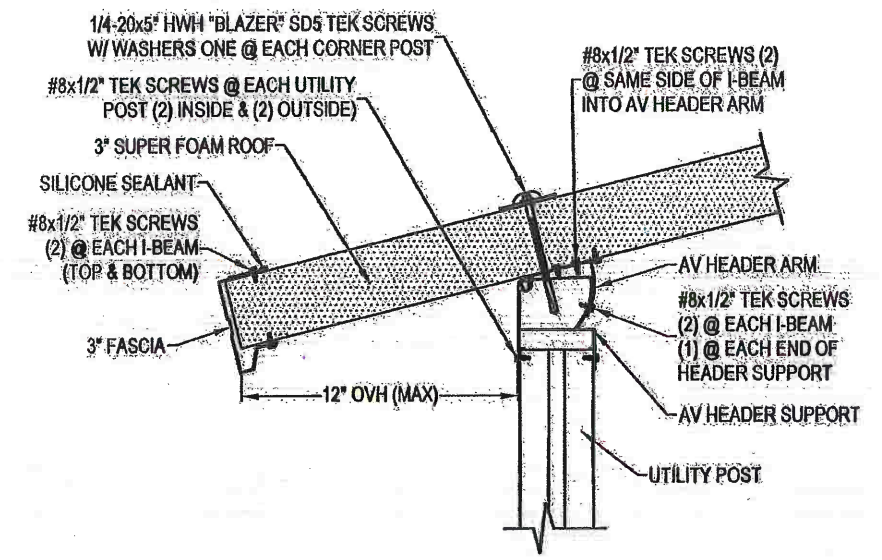
FRONT VIEW THROUGH UTILITY POST CONNECTION @ CONCRETE FOUNDATION



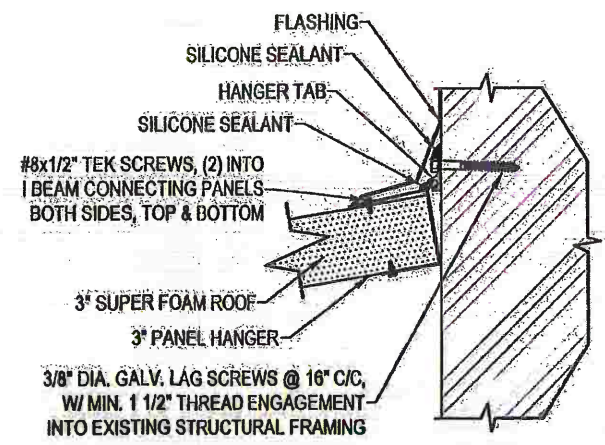
DETAIL-RAILING BRACKET KIT
 NO SCALE



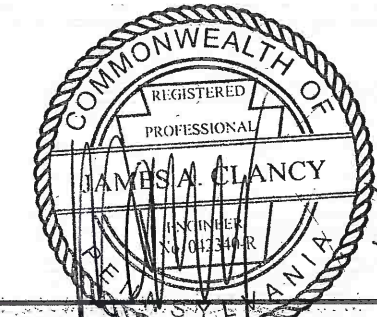
SECTION THROUGH 3" ROOF CONNECTION @ I-BEAM



SECTION THROUGH UTILITY POST & HEADER CONNECTION @ 3" SUPER FOAM ROOF



SECTION THROUGH 3" SUPER FOAM ROOF & PANEL HANGER ASSEMBLY CONNECTION @ EXISTING WALL



JAMES A. CLANCY, P.E.
 P.A. PROFESSIONAL ENGINEER (PA. LIC. #42340)
 601 ASBURY AVENUE
 NATIONAL PARK, NJ. 08063
 PH. # 856-853-7306



Joe Marsh Agency
90 E Main Street
Frostburg MD 21532

Information as of March 4, 2021

Policyholder(s)

Page 1 of 2

Kelly Bender

Policy number

808 127 916

Your Allstate agency is

Joe Marsh Agency

(301) 689-0595

JoeMarsh@allstate.com



KELLY BENDER
34 KENNEY WAY
PITTSBURGH PA 15219-3714

Thanks for Choosing Allstate—We're Happy to Have You with Us!

Here's your insurance policy

We're happy you're extending your relationship with us. We truly value and appreciate your business. Along with your new House & Home policy, we've included a guide to what's in this package and answers to some common questions.

You qualify for a Multiple Policy Discount!

We're happy to pass along the great news that you now qualify for our Multiple Policy Discount. Keep in mind that each time you purchase an additional Allstate policy, your discount could get even bigger! Besides the savings, you're also enjoying the convenience of working with the same, experienced team on all of your Allstate policies.

How to contact us

Please give your Allstate Agent a call at (301) 689-0595 if you have any questions. It's our job to make sure you're in good hands.

Sincerely,

Julie Parsons
President, Allstate Vehicle and Property Insurance Company

NP209



Your Insurance Coverage Checklist

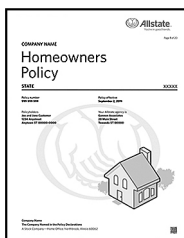
We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

- What's in this package?**
See the guide below for the documents that are included. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.
- Am I getting all the discounts I should?**
Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.
- What about my bill?**
Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.
You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.
- What if I have questions?**
You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) – para español, llamar al 1-800-979-4285 – with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at allstate.com.

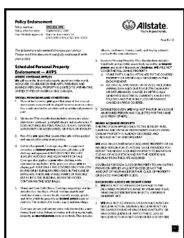
A guide to your welcome package



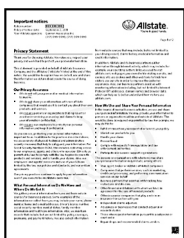
Policy Declarations*
The Policy Declarations lists policy details, such as your property details and coverages.



Policy
Your policy is your insurance contract; it lists all of the terms and conditions of your coverage.



Policy Endorsements
If we make any changes to your policy, these documents will include your new contract language.



Important Notices
We use these notices to call attention to particularly important coverages, policy changes and discounts.



Insurance Made Simple
Insurance seem complicated? Our online guides explain coverage terms and features: www.allstate.com/madesimple Espanol.allstate.com/facildeentender

* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

House & Home Policy Declarations

Your policy effective date is March 5, 2021



Total Premium for the Policy Period

Premium for property insured \$820.19

Total	\$820.19
--------------	-----------------

Discounts (included in your total premium)

Protective Device	\$19.64	Multiple Policy	\$268.83
Claim Free	\$133.31	Allstate Easy Pay Plan	\$33.91
Responsible Payment	\$242.91	Welcome	\$71.55

Total discount savings	\$770.15
-------------------------------	-----------------

Insured property details*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X73182-1) for additional coverage information. Contact us if you have any changes.

Location of property insured: 34 Kenney Way, Pittsburgh, PA 15219-3714

Location zone: PA5219

Your location zone is based on the location of the insured property and is one of many factors used in determining your rate.

Dwelling Style:

Built in 1910; 1 family; 1560 sq. ft.; 2 stories

Foundation:

Below grade basement, 100%

Interior details:

One builders grade kitchen One softwood straight staircase
Two builders grade full baths

Exterior wall type:

100% wood siding

Interior wall partition:

100% plaster

Heating and cooling:

Average cost heating system, 100%

Additional details:

Standard wood sash with glass, 100% Interior wall height - 8 ft, 100%
Two exterior wood doors

Fire protection details:

Fire department subscription - no 2 miles to fire department

Roof surface material type:

Information as of March 4, 2021

Summary

Named Insured(s)

Kelly Bender

Mailing address

**34 Kenney Way
Pittsburgh PA 15219-3714**

Policy number

808 127 916

Your policy provided by
**Allstate Vehicle and Property
Insurance Company**

Policy period

Beginning **March 5, 2021** through **March 5, 2022** at 12:01 a.m. standard time

Your Allstate agency is

Joe Marsh Agency
90 E Main Street
Frostburg MD 21532
(301) 689-0595
JoeMarsh@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

(continued)



Insured property details* (continued)

Composition
 • 100% asphalt / fiberglass shingle

Roof details:

Predominant roof type: Composition Age of roof - 15 years
 Roof geometry - Gable

Mortgagee - None

Additional Interested Party - None

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection	\$291,650	<ul style="list-style-type: none"> • \$1,000 Windstorm and Hail • \$1,000 All other perils
Other Structures Protection	\$29,165	<ul style="list-style-type: none"> • \$1,000 Windstorm and Hail • \$1,000 All other perils
Personal Property Protection	\$174,990	<ul style="list-style-type: none"> • \$1,000 Windstorm and Hail • \$1,000 All other perils
Additional Living Expense	Up to 24 months not to exceed \$58,330	
Family Liability Protection	\$100,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Building Codes	Not purchased*	
Building Structure Reimbursement Extended Limits	Not purchased*	
Roof Surfaces Extended Coverage	Included	
Water Back-Up	\$5,000	<ul style="list-style-type: none"> • \$500 Water Back-Up

► **Other Coverages Not Purchased:**

- Additional Fire Department Charges*
- Building Materials Theft*
- Dwelling in the Course of Construction*
- Electronic Data Recovery*
- Extended Coverage on Cameras*
- Extended Coverage on Jewelry, Watches and Furs*
- Extended Coverage on Musical Instruments*
- Extended Coverage on Sports Equipment*
- Extended Premises*
- Fair Rental Income*
- Golf Cart*
- Green Improvement*
- Home Day Care*
- Identity Theft Expenses*
- Increased Coverage on Business Property*
- Increased Coverage on Theft of Silverware*
- Loss Assessments*
- Oil Storage Tank(s)*
- Secondary Residence*
- Select Value*
- Yard and Garden*

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.**

Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Your policy documents

Your House & Home policy consists of the Policy Declarations, any Policy Declarations Addendum, and the following documents. Please keep them together.

- Pennsylvania House & Home Policy - AVP58
- Amendatory Endorsement - AVP381
- Windstorm and Hail Deductible Endorsement - AVP82
- Water Back-Up Endorsement - AVP258
- Roof Surfaces Extended Coverage Endorsement - AVP42
- Enhanced Package Endorsement - AVP482
- Sinkhole Activity Coverage Endorsement - AVP315
- Pennsylvania Amendatory Endorsement - AVP354
- Amendatory Endorsement - AVP554

Important payment and other information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ You purchased our Enhanced Package as part of your policy, which provides you with the following benefits:

- **Claim RateGuard®**

This feature will help you keep your discounts and avoid a premium increase in the unfortunate event that you have a claim. If you file a claim to which we apply the Claim RateGuard® feature, you will not lose the Claim Free Discount, if you already have that discount on your policy.

- **Claim-Free Bonus**

For every designated twelve-month period that your policy is claim-free, you will earn a Claim-Free Bonus credit of up to 5% of your current policy's premium, which you can apply toward your next renewal premium. If your policy does not renew, we will apply the credit amount to any outstanding premium balance and any remainder refunded to you.

- **Deductible Reward**

For every designated twelve-month period that your policy is claim-free, you will earn a Deductible Reduction Amount of \$100, which can be used to reduce the amount of your deductible (up to a \$500 maximum). We will reduce the Deductible Reduction Amount if it is used to reduce your deductible for one or more covered losses. If the Enhanced Package is removed from your policy, any accumulated Deductible Reduction Amount will no longer be available for losses occurring on or after the date the Enhanced Package was removed from your policy.

Deductible Reward - Deductible Reduction Amount available is \$100.00.

- ▶ The Property Insurance Adjustment condition applies using the Marshall Swift Boeckh Publications building cost index.
- ▶ Please note: This is not a request for payment. Any adjustments to your premium will be reflected on your next scheduled bill which will be mailed separately.

Allstate Vehicle and Property Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



Julie Parsons
President



Susan L. Lees
Secretary



ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

House & Home Policy

PENNSYLVANIA

AVP58

Policy number
808 127 916

Policy effective
March 5, 2021

Policyholders
Kelly Bender
34 Kenney Way
Pittsburgh PA 15219-3714

Your Allstate agency is
Joe Marsh Agency
90 E Main Street
Frostburg MD 21532



Allstate Vehicle and Property Insurance Company
The Company Named in the Policy Declarations
A Stock Company---Home Office: Northbrook, Illinois 60062

AVP58

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Agreements We Make With You

We make the following agreements with you:

General

Definitions Used In This Policy

Throughout this policy, when the following words appear in bold type, they are defined as follows:

1. **Bodily injury**—means physical harm to the body, including sickness or disease, and resulting death, except that **bodily injury** does not include:

- a) any venereal disease;
- b) herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form.

2. **Building structure**—means a structure with walls and a roof.

3. **Business**—means:

- a) any full- or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**.

However, the mutual exchange of home day care services is not considered a **business**;

- b) the rental or holding for rental of property by an **insured person**. Rental of **your residence premises** is not considered a **business** when:
 - 1) it is rented occasionally for residential purposes;
 - 2) a portion is rented to roomers or boarders, provided not more than two roomers or boarders reside on the **residence premises** at any one time; or
 - 3) a portion is rented as a private garage.

4. **Dwelling**—means the single-family **building structure**, identified as the insured property on the Policy Declarations, where **you** reside and which is principally used as a private residence.

5. **Insured person(s)**—means **you** and, if a resident of **your** household:

- a) any relative; and
- b) any person under the age of 21 in **your** care.

Under **Family Liability Protection—Coverage X** and **Guest Medical Protection—Coverage Y**, “**insured person**” also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. We do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner.
- b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.

6. **Insured premises**—means:

- a) the **residence premises**; and
- b) under **Section II** only:
 - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquire for **your** use as a private residence while this policy is in effect;
 - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
 - 3) cemetery plots or burial vaults owned by an **insured person**;
 - 4) land owned by or rented to an **insured person** where a single-family **dwelling** is being built as that person's residence;
 - 5) any premises used by an **insured person** in connection with the **residence premises**; and
 - 6) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.

7. **Occurrence**—means an accident, including continuous or repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury** or **property damage**.

8. **Property damage**—means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.

9. **Residence employee**—means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.

10. **Residence premises**—means the **dwelling**, other structures and land located at the address stated on the Policy Declarations.

11. **Roof surface**—means the roof surface material type (slate, composition, wood, tile, metal, all other roof surface material types) of a **building structure** or other structure covered under **Dwelling Protection—Coverage A** or **Other Structures Protection—Coverage B** and all other roofing components, including, but not limited to:

- a) flashing, caps, vents, drip edges, and ice shields;
- b) sheeting, felt and membranes;
- c) modified bitumen, bitumen, rubber, built-up and sprayed polyurethane foam roofing;
- d) foam inserts and elastomeric coating;
- e) finials, eave and gable trim and snow guards;

- f) battens, counter battens, bird stops, gravel stops; and
- g) coatings, adhesives, adherents and other finishing materials for roof surface materials and all other roofing components.

- 12. **We, us, or our**—means the company named on the Policy Declarations.
- 13. **Windstorm**—means wind with or without precipitation.
- 14. **You or your**—means the person listed under Named Insured(s) on the Policy Declarations as the insured and that person's resident spouse.

Insuring Agreement

In reliance on the information **you** have given **us, we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with the policy terms and conditions, and inform **us** of any change in title, use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the Named Insured(s) listed on the Policy Declarations and on that person's resident spouse. These persons are defined as **you or your**. This means that the responsibilities, acts and omissions of a person defined as **you or your** will be binding upon any other person defined as **you or your**.

This policy imposes joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

Conformity To State Statutes

When the policy provisions conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

Coverage Changes

When **we** broaden coverage during the policy period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy are based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, or if this information is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of **your** current policy period will be used to calculate any change in **your** premium.

Policy Transfer

You may not transfer this policy to another person without **our** written consent.

Continued Coverage After Your Death

If **you** die, coverage will continue for:

- 1. **your** legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of **your** death; or
- 2. an **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified;

for one hundred and eighty days after **your** death or until the sale of the **residence premises** and property covered under this policy, whichever event occurs first, provided the premiums for the coverage are paid.

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

We may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with **us, we** may cancel this policy for any reason.

When the policy has been in effect for 60 days or more, or if it is a renewal with **us, we** may cancel this policy for one or more of the following reasons:

- 1. non-payment of premium;
- 2. the policy was obtained by material misrepresentation, fraud or concealment of material facts;
- 3. material misrepresentation, fraud or concealment of material facts in presenting a claim, or violation of any of the policy terms;
- 4. there has been a substantial change or increase in hazard in the risk **we** originally accepted;
- 5. there is a substantial increase in hazards insured against by reason of willful or negligent acts or omissions by the insured; or
- 6. any other reason approved by the Commissioner of Insurance according to rules and regulations set by the Commissioner.

We will give **you** at least 30 days notice before cancellation takes effect.

Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:

We have the right not to renew or continue the policy beyond the current policy period. However, **we** may do so only for one or more of the reasons



outlined above under "Our Right to Cancel." If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 30 days before the end of the policy period.

Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

Misrepresentation, Fraud Or Concealment

We may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If **we** determine that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

We do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

What Law Will Apply

This policy is issued in accordance with the laws of the state in which the **residence premises** is located and covers property or risks principally located in that state. Subject to the following paragraph, the laws of the state in which the **residence premises** is located shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy, happens outside the state in which the **residence premises** is located, claims or disputes regarding that covered loss to property, or other covered **occurrence**, may be governed by the laws of the jurisdiction in which that covered loss to property or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy, happens outside the state in which the **residence premises** is located, lawsuits regarding that covered loss to property, or other covered **occurrence**, may also be brought in the judicial district where that covered loss to property or other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Action Against Us

No one may bring an action against **us** unless there has been full compliance with all policy terms.

Any action against **us** to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

Arbitration

Any claim or dispute in any way related to this policy, by an **insured person** against **us** or **us** against an **insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Conditional Reinstatement

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Payment

If at any time, **your** payment of any premium amount due is made by check, electronic transaction, or other remittance which is not honored because of insufficient funds or a closed account, **you** will be charged a fee.

Section I—Your Property

Dwelling Protection—Coverage A

Property We Cover Under Coverage A:

1. **Your dwelling**, including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

Property We Do Not Cover Under Coverage A:

1. Any structure, including fences, or other property covered under **Other Structures Protection-Coverage B**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

Other Structures Protection-Coverage B

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures at the address shown on the Policy Declarations connected to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the **residence premises** for use in connection with structures other than **your dwelling**.
4. Wall-to-wall carpeting fastened to **building structures**, other than **your dwelling**, at the address shown on the Policy Declarations.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for **business** purposes.
2. Any structure or other property covered under **Dwelling Protection-Coverage A**.
3. Land.
4. Construction materials and supplies at the **residence premises** for use in connection with the **dwelling**.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

Losses We Cover Under Coverages A and B:

We will cover sudden and accidental direct physical loss to property described in **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B** except as limited or excluded in this policy.

Losses We Do Not Cover Under Coverages A and B:

- A. Under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B** of this policy, **we** do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.

2. Water or any other substance that backs up through sewers or drains.
3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
4. Water or any other substance on or below the surface of the ground. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from earth movement.

6. Actions taken by civil, governmental or military authorities:
 - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**; or
 - b) requesting, demanding or ordering that an **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the **residence premises**.

However, **we** will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for, the nuclear hazard is not considered loss by fire, explosion or smoke.
8.
 - a) War, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or



- j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
- 9. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.
- 10. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at **your residence premises**;
- b) smoke or soot resulting from food preparation at **your residence premises**;
- c) the malfunction of a heating or air conditioning system or a household appliance at **your residence premises**;
- d) smoke, soot or fumes originating away from **your residence premises**, provided the smoke, soot or fumes:
 - 1) were not from industrial, governmental or military operations, agricultural smudging, or the manufacturing of any controlled substance; and
 - 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage, by a person located on the ground at the **residence premises** or in or upon a structure **we** cover at the **residence premises**, of lawfully possessed, commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spray, overspray, spatter or spillage of lawfully possessed, commercially available supplies by a person performing cleaning or other maintenance services at a premises located within 500 feet of the **residence premises**;
- g) spillage or release at **your residence premises** of gas or oil, in any form, used to prepare foods at **your residence premises**, or to heat the **dwelling** or other **building structures** at **your residence premises**, when such spillage or release results in a fire or an explosion at **your residence premises**; or
- h) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision, at the **residence premises**, of the motorized land vehicle with property **we** cover under **Dwelling Protection–Coverage A** or **Other Structures Protection–Coverage B**.

- 11. Lack of utility services at the **residence premises**, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the **residence premises**, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the **residence premises** caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of:

- a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
- b) household appliances; or
- c) swimming pools, hot tubs or spas located within a heated portion of the **dwelling**, or their filtration and circulation systems located within a heated portion of the **dwelling**;

or when the lack of utility services results in discharge, leakage or overflow from within a), b) or c) above caused by freezing, **we** do cover sudden and accidental direct physical loss caused by the freezing if **you** used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems instead of maintaining heat in the **building structure**.

- 12. Inability of an **insured person** to use, access or remain at the **residence premises** due to an actual, impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the **residence premises**, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or
- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.

- 13. Seizure, confiscation or quarantine by civil, governmental or military authority.

We will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

- 14. The manufacturing of any controlled substance.
- 15. Weather Conditions that contribute in any way with an event, peril or condition excluded under **Losses We Do Not Cover Under Coverages A and B** to produce a loss.

- B. Under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B** of this policy, **we** do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- C. When loss is not excluded under paragraph A or paragraph B of **Losses We Do Not Cover Under Coverages A and B**, and there are two or more causes of loss to the covered property, **we** do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.

- D. Under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B** of this policy, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

1. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
2. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
3. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
 - a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.

This exclusion does not apply to loss caused by **you**, or any other person insured under this policy, who is an innocent victim of domestic abuse.

4. Collapse, except as specifically provided in **Section I Additional Protection** under item 10, "Collapse."
5.
 - a) Wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
 - b) mechanical breakdown;
 - c) growth of trees, shrubs, plants or lawns, regardless of whether such growth is above or below the surface of the ground;
 - d) rust or other corrosion;

- e) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- f) insects, rodents, birds or domestic animals. **We** do cover the breakage of glass or safety glazing materials caused by birds.

If any of a) through f) causes the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, a household appliance or an automatic fire protective sprinkler system within **your dwelling**, **we** cover the direct physical damage caused by the water or steam.

If loss to covered property is caused by water or steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of **your dwelling** necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water or steam escaped.

6. Freezing of:
 - a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
 - b) household appliances; or
 - c) swimming pools, hot tubs or spas located within a heated portion of the **dwelling**, or their filtration and circulation systems located within a heated portion of the **dwelling**;

or discharge, leakage or overflow from within a), b) or c) above, caused by freezing, while the **building structure** is vacant, unoccupied or being constructed, unless **you** have used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems instead of maintaining heat in the **building structure**.
7. Freezing, thawing, pressure or weight of water, snow or ice, whether or not driven by wind. This exclusion applies to fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks. This exclusion also applies to swimming pools, hot tubs, spas, and their filtration and circulation systems, which are not located within a heated portion of the **dwelling**.
8. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:
 - a) from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a domestic appliance; or
 - b) from, within or around any plumbing fixtures, including, but not limited to, shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.
9. Theft from **your residence premises** while **your dwelling** is under construction, or of materials and supplies for use in construction, until **your dwelling** is completed and occupied.



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10. Vandalism or malicious mischief if **your dwelling** is vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.
11. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
- planning, zoning, development, surveying, siting;
 - design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - materials used in repair, construction, renovation or remodeling; or
 - maintenance;
- of property whether on or off the **residence premises** by any person or organization.
4. \$ 1,000 — Trading cards, subject to a maximum amount of \$250 per card.
5. \$ 1,000 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
6. \$ 1,000 — Trailers not used with watercraft.
7. \$ 1,500 — Motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
8. \$ 2,000 — Theft of firearms, their related equipment, and accessories.
9. \$ 2,500 — Theft of goldware, silverware, pewterware and platinumware.
10. \$ 5,000 — Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware, and furs, including any item containing fur which represents its principal value, subject to a maximum amount of \$1,000 per item.
11. \$ 10,000 — Theft of tools and their accessories.
12. \$ 10,000 — Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

Personal Property Protection—Coverage C

Property We Cover Under Coverage C:

- Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection—Coverage C**.
- At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Personal Property Protection—Coverage C**. The total amount of coverage for each group in any one loss is as follows:

- \$ 200 — Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
- \$ 500 — Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing equipment or in a **business**. Recording or storage media includes, but is not limited to:
 - tapes;
 - CDs, DVDs and other discs;
 - records;
 - disks;
 - reels;
 - cassettes;
 - cartridges; or
 - programs.
- \$ 1,000 — Property used or intended for use in a **business**, including property held as samples or for sale or delivery

Property We Do Not Cover Under Coverage C:

- Personal property specifically described and insured by this or any other insurance.
- Animals.
- Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. **We** do cover motorized land vehicles designed for assisting the disabled, or used solely for the service of the **insured premises**, and not licensed for use on public roads.
- Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
- Property of roomers, boarders or tenants not related to **you**.
- Property located away from the **residence premises** and rented or held for rental to others.
- Satellite dish antennas and their systems.

8. Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards, and smart cards.
9. Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
10. Manuscripts, including documents stored on electronic media.

Losses We Cover Under Coverage C:

We will cover sudden and accidental direct physical loss to the property described in **Personal Property Protection-Coverage C** caused by the following, except as limited or excluded in this policy:

1. Fire or lightning.
2. **Windstorm** or hail.
We do not cover:
 - a) loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
 - b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, **we** do cover canoes and rowboats on the **residence premises**.
3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.
8. Vandalism and malicious mischief.

We do not cover vandalism or malicious mischief if **your dwelling** has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

9. Falling objects.
We do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.
10. Weight of ice, snow or sleet which causes damage to personal property in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.
11. Artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system or an appliance for heating water.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system or a household appliance.

We do not cover loss at the **residence premises** under items 12, 13, and 14, immediately above, which is caused by freezing while the **building structure** is vacant, unoccupied or under construction, or when freezing results from a lack of utility services at the **residence premises** to which item A.10 in **Losses We Do Not Cover Under Coverage C** applies, unless **you** have used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- a) theft or attempted theft committed by an **insured person**;
- b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied;
- c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
- d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the **residence premises**; or
- e) theft from that part of the **residence premises** rented by **you** to other than an **insured person**.

16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any **building structure** on the **residence premises**. This does not include damage to the glass.

Losses We Do Not Cover Under Coverage C:

- A. Under **Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural,



man-made or other forces, or arises as a result of any combination of these forces.

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
2. Water or any other substance that backs up through sewers or drains.
3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
4. Water or any other substance on or below the surface of the ground. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from earth movement.

6. Actions taken by civil, governmental or military authorities:
 - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**; or
 - b) requesting, demanding or ordering that an **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the **residence premises**.

However, **we** will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for, the nuclear hazard is not considered loss by fire, explosion or smoke.
8.
 - a) War, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;

- e) rebellion;
- f) revolution;
- g) civil war;
- h) usurped power;
- i) destruction for a military purpose; or
- j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

9. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at **your residence premises**;
- b) smoke or soot resulting from food preparation at **your residence premises**;
- c) the malfunction of a heating or air conditioning system or a household appliance at **your residence premises**;
- d) smoke, soot or fumes originating away from **your residence premises**, provided the smoke, soot or fumes:
 - 1) were not from industrial, governmental or military operations, agricultural smudging, or the manufacturing of any controlled substance; and
 - 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage, by a person located on the ground at the **residence premises** or in or upon a structure **we** cover at the **residence premises**, of lawfully possessed, commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spillage or release at **your residence premises** of gas or oil, in any form, used to prepare foods at **your residence premises**, or to heat the **dwelling** or other **building structures** at **your residence premises**, when such spillage or release results in a fire or an explosion at **your residence premises**; or
- g) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision, at the **residence premises**, of the motorized land vehicle with property **we** cover under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**.

10. Lack of utility services at the **residence premises**, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the **residence premises**, including, but not limited to, electric, natural gas or other fuels, water, sanitation,

sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the **residence premises** caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of:

- a) plumbing, automatic fire protective sprinkler system, heating or air conditioning systems; or
- b) household appliances;

or when the lack of utility services results in discharge, leakage or overflow from within a) or b) above caused by freezing, **we** do cover sudden and accidental direct physical loss caused by the freezing if **you** used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

11. Inability of an **insured person** to use, access or retain personal property **we** cover under **Personal Property Protection–Coverage C** due to an actual, impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the **residence premises** or any other location where the property is located, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or
- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.

12. Weather Conditions that contribute in any way with an event, peril or condition excluded under **Losses We Do Not Cover Under Coverage C** to produce a loss.

- B. Under **Personal Property Protection–Coverage C** of this policy, **we** do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- C. When loss is not excluded under paragraph A or paragraph B of **Losses We Do Not Cover Under Coverage C**, and there are two or more causes of loss to the covered property, **we** do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.
- D. Under **Personal Property Protection–Coverage C** of this policy, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.
 1. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
 2. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
 3. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
 - a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.

This exclusion does not apply to loss caused by **you**, or any other person insured under this policy, who is an innocent victim of domestic abuse.

4. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
 - a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or
 - d) maintenance;

of property whether on or off the **residence premises** by any person or organization.

Section I Additional Protection

1. **Additional Living Expense**

We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B** or **Personal Property Protection–Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.



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Payment for additional living expense as a result of a covered loss under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 12 months.

These periods of time are not limited by the termination of this policy.

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. Civil, Governmental and Military Authorities

We will pay the reasonable and necessary increase in living expenses for up to two weeks should civil, governmental or military authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by an event, peril or condition **we** insure against under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C**. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

The two-week period of time referenced above is not limited by the termination of this policy.

No deductible applies to this protection.

3. Debris Removal

We will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

4. Emergency Removal Of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**.

No deductible applies to this protection.

6. Temporary Repairs After A Loss

We will reimburse **you** up to \$5,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

7. Trees, Shrubs, Plants and Lawns

We will pay up to 5% of the Limit Of Liability shown on the Policy Declarations under **Dwelling Protection–Coverage A** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. **We** will not pay more than \$500 for any one tree, shrub, or plant, including expenses incurred for removing debris. This coverage applies only to sudden and accidental direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft, or collapse of a **building structure** or any part of a **building structure**.

We will pay up to \$500 for reasonable expenses **you** incur for the removal of debris of trees at the address of the **residence premises** for sudden and accidental direct physical loss caused by **windstorm**, hail, or weight of ice, snow or sleet if:

- a) the fallen tree(s) caused damage to property covered under **Dwelling Protection–Coverage A or Other Structures Protection–Coverage B**; or
- b) the **windstorm**, hail, or weight of ice, snow or sleet causes damage to property covered under **Dwelling Protection–Coverage A or Other Structures Protection–Coverage B** and the Pennsylvania Governor declares the area in which the **residence premises** is located to be a disaster area due to such weather conditions.

We do not cover trees, shrubs, plants, or lawns grown for **business** purposes.

This coverage does not increase the **Dwelling Protection–Coverage A** limit of liability.

8. Power Interruption

We will pay up to \$500 for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

9. **Arson Reward**

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

10. **Collapse**

We will cover at the **residence premises**:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection-Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse, as referenced herein, means the covered **building structure** or part of the covered **building structure** has actually fallen down or fallen into pieces unexpectedly and instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, fuel oil tank, septic tank, cistern or similar system, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a **building structure** or part of a **building structure** that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection-Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof; or
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

This coverage does not increase the limit of liability applying to the covered property.

11. **Land**

If a sudden and accidental direct physical loss results in both a covered loss to the **dwelling**, other than the breakage of glass or safety glazing material, and a loss of land stability, **we** will pay up to \$10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise

restore the land necessary to support that part of the **dwelling** sustaining the covered loss.

The **Section I, Losses We Do Not Cover Under Coverages A and B** reference to earth movement does not apply to the loss of land stability provided under this additional protection.

12. **Lock Replacement**

When a key to a lock is stolen as part of a covered theft loss, **we** will pay, under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**, as applicable, up to \$500 for the reasonable expenses **you** incur to replace or re-key exterior door locks at the **residence premises** with locks or cylinders of like kind and quality.

This coverage does not increase the limit of liability that applies to the covered property.

Section I Conditions

1. **Deductible**

We will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

2. **Insurable Interest and Our Liability**

In the event of a covered loss, **we** will not pay for more than an **insured person's** insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

3. **What You Must Do After A Loss**

In the event of a loss to any property that may be covered by this policy, **you** must:

- a) immediately give **us** or **our** agent notice. Report any theft to the police as soon as possible.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
- e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income.
- f) as often as **we** reasonably require:
 - 1) show **us** the damaged property. **We** have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary, unimpeded by actions of **you** or others, including, but not limited to, civil, governmental or military authorities, that prevent **us** from viewing and inspecting the loss. **We** may require **you** to accompany **us** when **we** conduct these activities.



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- 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
- 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
 - 1) the date, time, location and cause of loss;
 - 2) the interest **insured persons** and others have in the property, including any encumbrances;
 - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
 - 4) any other insurance that may cover the loss;
 - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period; and
 - 6) at **our** request, the specifications of any damaged **building structure** or other structure.

We have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

4. Our Settlement Options

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5, "How We Pay For A Loss."

Within 15 days after **we** receive **your** signed, sworn proof of loss, **we** will notify **you** of the option or options **we** intend to exercise.

5. How We Pay For A Loss

Under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B** and **Personal Property Protection–Coverage C**, payment for covered loss will be by one or more of the following methods:

- a) Special Payment. At **our** option, **we** may make payment for a covered loss before **you** repair, rebuild or replace the damaged, destroyed or stolen property if:
 - 1) the whole amount of loss for property covered under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B**, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision; or
 - 2) the whole amount of loss for property covered under **Personal Property Protection–Coverage C**, without deduction for depreciation, is less than \$2,500, **your** Policy Declarations shows that the Personal Property Reimbursement provision applies, and the property is not

excluded from the Personal Property Reimbursement provision.

- b) Actual Cash Value. If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c) and paragraph d) below if applicable, if **you** repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

- c) Building Structure Reimbursement. Under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B**, **we** will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss. This additional payment shall not include any amounts which may be paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**, and shall not be payable for any losses excluded in **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, paragraph B.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the **building structure(s)** for equivalent construction for similar use on the same **residence premises**;
- 2) the amount actually and necessarily spent to repair or replace the damaged **building structure(s)** with equivalent construction for similar use on the same **residence premises**; or
- 3) the Limit Of Liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Dwelling Protection–Coverage A** or **Other Structures Protection–Coverage B**, regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

If **you** replace the damaged **building structure(s)** at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable

under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to **building structures** and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under **Personal Property Protection-Coverage C**;
- 2) property covered under **Other Structures Protection-Coverage B** that is not a **building structure**;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a **building structure**;
- 4) **roof surface(s)** when the loss is caused by **windstorm** or hail; or
- 5) land.

Payment under a), b) or c) above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, relocation or demolition of **building structures** or other structures.

- d) Personal Property Reimbursement. Under **Personal Property Protection-Coverage C**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for **Personal Property Protection-Coverage C**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;

- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

6. **Our Settlement Of Loss**

We will settle any covered loss with **you** unless some other person or entity is named in the policy. **We** will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award or a court judgment.

7. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

8. **Abandoned Property**

We are not obligated to accept any property or responsibility for any property abandoned by an **insured person**.

9. **Permission Granted To You**

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy. A **building structure** under construction is not considered vacant.
- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

10. **Our Rights To Recover Payment**

When **we** pay for any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person for loss involving



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the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. **Our Rights To Obtain Salvage**

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

We will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss. If no signed, sworn proof of loss is requested by **us**, **we** will notify **you** of **our** intent to exercise this option within 60 days after the date **you** report the loss to **us**.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

12. **Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- there has been full compliance with all policy terms; and
- the action is commenced within one year after the inception of loss or damage.

13. **Loss To A Pair Or Set**

If there is a covered loss to a pair or set, **we** may:

- repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- pay the difference between the actual cash value of the pair or set before and after the loss.

14. **Glass Replacement**

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

15. **No Benefit To Bailee**

This insurance will not benefit any person or organization that may be caring for or handling **your** property for a fee.

16. **Other Insurance**

If both this insurance and other insurance apply to a loss, **we** will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

17. **Property Insurance Adjustment**

At each policy renewal, **we** may increase the Limit Of Liability shown on the Policy Declarations for **Dwelling Protection-Coverage A** to reflect the minimum amount of insurance coverage **we** are willing to issue for the succeeding policy period under **Dwelling Protection-Coverage A**

for **your dwelling** and other property **we** cover under **Dwelling Protection-Coverage A**.

Any adjustment in the limit of liability for **Dwelling Protection-Coverage A** will result in an adjustment in the limit of liability for **Other Structures Protection-Coverage B** and **Personal Property Protection-Coverage C** in accordance with **our** manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by **us** at the time a change in limits is made.

We will not reduce the Limit Of Liability shown on the Policy Declarations without **your** consent. **You** agree that it is **your** responsibility to ensure that each of the Limits Of Liability shown on the Policy Declarations are appropriate for **your** insurance needs. If **you** want to increase or decrease any of the Limits Of Liability shown on the Policy Declarations, **you** must contact **us** to request such a change.

18. **Mortgagee**

A covered loss will be payable to the mortgagee(s) named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

We will:

- protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal acts of, or directed by, an **insured person**, failure by any **insured person** to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- give the mortgagee at least 10 days notice if **we** cancel this policy.

The mortgagee will:

- furnish proof of loss within 60 days after notice of the loss if an **insured person** fails to do so;
- pay upon demand any premium due if an **insured person** fails to do so;
- notify **us** in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- give **us** the mortgagee's right of recovery against any party liable for loss; and
- after a loss, and at **our** option, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

19. **Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**

In the event of a covered water loss under **Dwelling Protection-Coverage A**, **Other Structures Protection-Coverage B** or **Personal**

Property Protection–Coverage C, we will pay up to \$5,000 for mold, fungus, wet rot or dry rot **remediation**.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Dwelling Protection–Coverage A, Other Structures Protection–Coverage B or Personal Property Protection–Coverage C**.

Section II—Family Liability and Guest Medical Protection

Family Liability Protection–Coverage X

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, we will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.

Losses We Do Not Cover Under Coverage X:

- We do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
 - such **insured person** lacks the mental capacity to govern his or her conduct;
 - such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
 - such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such **insured person** is actually charged with, or convicted of, a crime.

- We do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.

- We do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, by an **insured person** under any workers' compensation, non-occupational disability or occupational disease law.
- We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.

We will not apply this exclusion to **bodily injury** to a **residence employee**.

- We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. We will not apply this exclusion to:
 - a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
 - a motorized wheelchair;
 - a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - a golf cart owned by an **insured person** when used for golfing purposes;
 - a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - lawn or garden implements under 40 horsepower; or
 - bodily injury** to a **residence employee**.
 - We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
 - has inboard or inboard-outboard motor power of more than 50 horsepower;
 - is a sailing vessel 26 feet or more in length;
 - is powered by one or more outboard motors with more than 25 total horsepower;
 - is designated as an airboat, air cushion, or similar type of watercraft; or
 - is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.
- We will not apply this exclusion to **bodily injury** to a **residence employee**.
- We do not cover **bodily injury** or **property damage** arising out of:
 - the negligent supervision by any **insured person** of any person; or
 - any liability statutorily imposed on any **insured person**;



arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.

8. **We do not cover any property damage** which results in any manner from vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.
9. **We do not cover bodily injury or property damage** arising out of the rendering of, or failure to render, professional services by an **insured person**.
10. **We do not cover bodily injury or property damage** arising out of the past or present **business** activities of an **insured person**.
We will not apply this exclusion to bodily injury or property damage arising from the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age who is self-employed and has no employees.
11. **We do not cover bodily injury or property damage** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. **We will not apply this exclusion to bodily injury to a residence employee**.
12. **We do not cover property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. **We will not apply this exclusion if the property damage is caused by fire, explosion or smoke.**
13. **We do not cover any liability an insured person assumes** arising out of any contract or agreement.
14. **We do not cover bodily injury or property damage** caused by:
 - a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
15. **We do not cover bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
16. **We do not cover any liability imposed upon any insured person** by any civil, governmental or military authority for **bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

17. **We do not cover any loss, cost or expense** arising out of any request, demand, or order that any **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of any type of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.
18. **We do not cover bodily injury or property damage** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury or property damage** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke.
19. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. **We will not apply this exclusion to bodily injury to a residence employee.**
20. **We do not cover bodily injury or property damage** which results in any manner from discharge, dispersal, release or escape of oil from storage tank(s) located at the address stated on the Policy Declarations.
We will not apply this exclusion to bodily injury or property damage which results from such discharge, dispersal, release or escape if the discharge, dispersal, release or escape is sudden and accidental.
21. **We do not cover any liability imposed upon any insured person** by any civil, governmental or military authority for **bodily injury or property damage** which results in any manner from discharge, dispersal, release or escape of oil from storage tank(s) located at the address stated on the Policy Declarations.
We will not apply this exclusion to bodily injury or property damage losses otherwise not excluded under this policy.

Guest Medical Protection—Coverage Y

Losses We Cover Under Coverage Y:

We will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, ambulance, hospital, licensed nursing and funeral services, and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** causing **bodily injury** to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or
2. off the **insured premises**, if the **bodily injury**:
 - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
 - b) is caused by the activities of an **insured person** or a **residence employee**;

- c) is caused by an animal owned by or in the care of an **insured person**; or
- d) is sustained by a **residence employee**.

Losses We Do Not Cover Under Coverage Y:

1. **We do not cover any **bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:**
 - a) such **insured person** lacks the mental capacity to govern his or her conduct;
 - b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such **insured person** is actually charged with, or convicted of, a crime.

2. **We do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. **We will not apply this exclusion to a **residence employee**.****
3. **We do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, under any workers' compensation, non-occupational disability or occupational disease law.**
4. **We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.**

We will not apply this exclusion to **bodily injury to a **residence employee**.**

5. **We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. **We will not apply this exclusion to:****

 - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
 - c) a motorized wheelchair;
 - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **insured person** when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn or garden implements under 40 horsepower; or
 - h) **bodily injury** to a **residence employee**.

6. **We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:**
 - a) has inboard or inboard-outboard motor power of more than 50 horsepower;
 - b) is a sailing vessel 26 feet or more in length;
 - c) is powered by one or more outboard motors with more than 25 total horsepower;
 - d) is designated as an airboat, air cushion, or similar type of watercraft; or
 - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

We will not apply this exclusion to **bodily injury to a **residence employee**.**

7. **We do not cover **bodily injury** arising out of:**
 - a) the negligent supervision by any **insured person** of any person; or
 - b) any liability statutorily imposed on any **insured person**;

arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.
8. **We do not cover **bodily injury** arising out of the rendering of, or failure to render, professional services by an **insured person**.**
9. **We do not cover **bodily injury** arising out of the past or present **business** activities of an **insured person**.**

We will not apply this exclusion to **bodily injury arising from the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age who is self-employed and has no employees.**
10. **We do not cover **bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.**
11. **We do not cover **bodily injury** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. **We will not apply this exclusion to **bodily injury** to a **residence employee**.****
12. **We do not cover **bodily injury** caused by:**
 - a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or



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- j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
13. **We** do not cover **bodily injury** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
14. **We** do not cover **bodily injury** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke
15. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. **We** will not apply this exclusion to **bodily injury** to a **residence employee**.
16. **We** do not cover any **bodily injury** which results in any manner from discharge, dispersal, release or escape of oil from storage tank(s) located at the address stated on the Policy Declarations.

We will not apply this exclusion to **bodily injury** which results from such discharge, dispersal, release or escape if the discharge, dispersal, release or escape is sudden and accidental.

Section II Additional Protection

We will pay, in addition to the limits of liability:

1. Claim Expenses

We will pay:

- all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy; interest will be paid only on damages which do not exceed **our** limits of liability;
- premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than **our** limit of liability; **we** have no obligation to apply for or furnish bonds;
- up to \$150 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings;
- any other reasonable expenses incurred by an **insured person** at **our** request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

3. Damage To Property Of Others

At **your** request, **we** will pay up to \$1,000 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for **property damage**:

- to property covered under **Section I** of this policy;

- to property intentionally damaged by an **insured person** who has attained the age of 13;
- to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in **your** household; or
- arising out of:
 - past or present **business** activities;
 - any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
 - the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

Section II Conditions

1. What You Must Do After A Loss

In the event of **bodily injury** or **property damage**, **you** must do the following:

- Promptly notify **us** or **our** agent stating:
 - your** name and policy number;
 - the date, the place and the circumstances of the loss;
 - the name and address of anyone who might have a claim against an **insured person**;
 - the names and addresses of any witnesses.
- Promptly send **us** any legal papers relating to the accident.
- At **our** request, an **insured person** will:
 - cooperate with **us** and assist **us** in any matter concerning a claim or suit;
 - help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
 - attend any hearing or trial.
- Under the **Damage To Property Of Others** protection, give **us** a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show **us** any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. What An Injured Person Must Do—Guest Medical Protection—Coverage Y

If someone is injured, that person, or someone acting for that person, must do the following:

- Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- Give **us** written authorization to obtain copies of all medical records and reports.
- Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

3. Our Payment Of Loss—Guest Medical Protection—Coverage Y

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

4. **Our Limits Of Liability**

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, **our** total liability under **Family Liability Protection–Coverage X** for damages resulting from one **occurrence** will not exceed the Limit Of Liability shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**.

Our total liability under **Guest Medical Protection–Coverage Y** for all medical expenses payable for **bodily injury**, to any one person, shall not exceed the “each person” Limit Of Liability shown on the Policy Declarations.

5. **Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

6. **Our Rights To Recover Payment—Family Liability Protection–Coverage X**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

7. **Action Against Us**

- a) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Family Liability Protection–Coverage X**, unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**, and the action against **us** is commenced within one year of such judgment or agreement.
- c) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Guest Medical Protection–Coverage Y**, unless such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred.
- d) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II Additional Protection**, unless such action is commenced within one year after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred, or within one year after the date of loss to the property if coverage is being sought under the **Damage To Property Of Others** provision.
- e) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

8. **Other Insurance—Family Liability Protection–Coverage X**

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

Section III—Optional Protection

Optional Coverages

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Building Codes–Coverage BC**

We will pay up to the Limit Of Liability shown on the Policy Declarations for Building Codes coverage to comply with local building codes after covered loss to the **dwelling** or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of the **dwelling**.

2. **Increased Coverage On Business Property–Coverage BP**

The limitation on **business** property located on the **residence premises**, under **Personal Property Protection–Coverage C**, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the **residence premises**.

3. **Fire Department Charges–Coverage F**

The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

4. **Loss Assessments–Coverage G**

If **your residence premises** includes a **building structure** which is constructed in common with one or more similar buildings, and **you** are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the **building structure** occupied exclusively by **your** household as a private residence, including the grounds, related structures and private approaches to them.

We will pay **your** share of any special assessments charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss **we** cover under **Section I** of this policy; or
- b) **bodily injury** or **property damage** covered under **Section II** of this policy.



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Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the **insured person**, as a result of any one loss, for **bodily injury or property damage** exceeds \$500 and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I and II** of this policy and the **Section I and II Conditions**, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

5. **Extended Coverage On Jewelry, Watches and Furs–Coverage J**

Personal Property Protection–Coverage C is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Personal Property Protection–Coverage C**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

The following exclusions contained in **Losses We Do Not Cover Under Coverage C** apply to the coverage afforded under this **Coverage J**: items A.7, A.8, D.1 and D.3. In addition, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- a) wear and tear;
- b) gradual deterioration;
- c) inherent vice; or
- d) insects or vermin.

Any deductible shown on the Policy Declarations applicable to **Personal Property Protection–Coverage C**, also applies to a loss under this coverage.

6. **Increased Coverage On Theft Of Silverware–Coverage ST**

The \$2,500 limitation on theft of goldware, silverware, pewterware and platinumware under **Personal Property Protection–Coverage C** is increased to the amount shown on the Policy Declarations.

Policy Endorsement

Policy number: **808 127 916**
Policy effective date: March 5, 2021



*The following endorsement changes your policy.
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Amendatory Endorsement - AVP381

In **Section II Additional Protection**, item 3, **Damage To Property Of Others**, is replaced by the following:

3. Damage To Property Of Others

At **your** request, **we** will pay:

- A. subject to the \$10,000 per excursion limit described in this sub-item 3.A, for **property damage** an **insured person** causes to someone else's property which is, or is furnished in connection with, a private residence, or a hotel room or similar accommodation, rented to, occupied or used by, or in the care of, an **insured person** for temporary overnight lodging purposes while such **insured person** is traveling, vacationing or otherwise away from the ir residence.

The total amount **we** will pay will not exceed \$10,000 per excursion. For purposes of this protection, an excursion begins the day an **insured person** leaves their residence for the purpose described above and ends on the day such person returns to the ir residence with no intent to continue that excursion. However, in the event multiple **insured persons** participate in any portion of an excursion, the excursion begins the day the first **insured person** leaves their residence for the purpose described above and ends on the day that all **insured persons** have returned to their residence with no intent to continue that excursion.

We will not pay more than \$10,000 per excursion, regardless of the number of **insured persons** participating in the excursion or causing **property damage** during the excursion, the number of separate acts causing **property damage**, the duration of the excursion, or the number of separate policy periods through which the excursion extends.

- B. up to \$1,000 each time an **insured person** causes **property damage** to someone else's property of a type for which no protection is afforded under sub-item 3.A, above.

At **our** option, **we** will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for **property damage**:

- a) to property covered under **Section I** of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) under sub-item 3.A to property damaged in a student dormitory, fraternity, sorority or off-campus housing caused by any student other than **you**;
- d)
 - 1) to property owned by an **insured person**;
 - 2) to property of an **insured person's** tenant, roomer or boarder;

- 3) to property of any employee of an **insured person's** tenant, roomer or boarder;
- 4) to property of any guest of an **insured person's** tenant, roomer or boarder; or
- 5) to property of any resident in **your** household; or
- e) arising out of:
 - 1) past or present **business** activities;
 - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
 - 3) the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

All other policy terms and conditions apply.



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*The following endorsement changes your policy.
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Windstorm and Hail Deductible Endorsement - AVP82 (2016)

Under **Section I Conditions**, Conditions 1, "**Deductible**," the following is added:

Windstorm And Hail Deductible

The windstorm and hail deductible applies in the event of covered loss caused by **windstorm** or hail.

The **windstorm** and hail deductible amount will appear on **your** Policy Declarations. **We** will pay only when a covered loss to which this deductible applies exceeds the **windstorm** and hail deductible amount. **We** will then pay only the excess amount.

If another deductible applicable to the loss exceeds the **windstorm** and hail deductible, the greater deductible will be applied to the loss.

All other provisions of **your** policy apply.

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*The following endorsement changes your policy.
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Water Back-Up Endorsement - AVP258

For an additional premium and when **your** Policy Declarations indicates that **Water Back-Up** applies, the following coverage is added:

Water Back-Up-Coverage WB

We will cover sudden and accidental direct physical loss to property **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** and **Personal Property Protection-Coverage C** caused by water or any other substances within **your dwelling** or other **building structures** on the **residence premises** which:

- backs up through sewers or drains located within the **residence premises**; or
- overflows from a sump pump, sump pump well or other system located within the **residence premises** designed for the removal of subsurface water which is drained from a foundation area of a structure.

The limit of liability for **Water Back-Up-Coverage WB** is shown on **your** Policy Declarations. This is the total amount for any one loss available under **Water Back-Up-Coverage WB** including amounts paid or payable under **Water Back-Up-Coverage WB Additional Protection**. Once this limit of liability for **Water Back-Up-Coverage WB** is exhausted, no further amounts will be available.

The insurance provided by **Water Back-Up-Coverage WB** shall be excess over any other insurance that also applies to a loss covered under this coverage.

This coverage does not apply if the loss occurs or is in progress within the first ten days that the Water Back-Up Endorsement is initially bound except if the Water Back-Up Endorsement is bound at the original inception of **your** policy.

If **you** increase the limit and/or lower the deductible for **your** existing Water Back-Up Endorsement, **your** coverage will be limited to the prior limit and/or deductible for the first ten days after the new limit and/or deductible is bound to **your** policy.

The deductible for **Water Back-Up-Coverage WB** will be shown on **your** Policy Declarations. The deductible for **Water Back-Up-Coverage WB** will apply to a loss covered under **Water Back-Up-Coverage WB**.

For the purposes of this endorsement only, **Section I Additional Protection** is replaced with the following:

- Water Back-Up-Coverage WB Additional Protection**
The coverage afforded under **Water Back-Up-Coverage WB Additional Protection** does not increase the limit of **Water Back-Up-Coverage WB**.
- Additional Living Expense**
We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss covered under **Water Back-Up-Coverage WB** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition

to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Water Loss Covered Under Water Back-Up-Coverage WB**.

Payment for additional living expense as a result of a direct physical loss covered under **Water Back-Up-Coverage WB** will be limited to the least of the following:

- the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- 12 months.

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

- Debris Removal**

We will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover under **Water Back-Up-Coverage WB**.

- Temporary Repairs After A Loss**

We will reimburse **you** for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover under **Water Back-Up-Coverage WB**. This coverage does not increase the limit of liability applying to the property being repaired.

In **Section I Conditions**, under item 19, **Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**, the following provision is added:

Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Water Loss Covered Under Water Back-Up-Coverage WB

In the event of a water loss covered under **Water Back-Up-Coverage WB**, **we** will pay up to \$5,000 for mold, fungus, wet rot or dry rot remediation.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C** damaged by a water loss covered under **Water Back-Up-Coverage WB**, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

Payments under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Water Loss Covered Under**



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Water Back-Up-Coverage WB will not reduce amounts paid or payable under **Water Back-Up-Coverage WB**.

All other policy terms and conditions apply.

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*The following endorsement changes your policy.
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Roof Surfaces Extended Coverage Endorsement - AVP42

In **Section I Conditions**, item 5, **How We Pay For A Loss**, provision c) (titled "Building Structure Reimbursement.") the fifth paragraph is replaced by the following:

Building Structure Reimbursement will not apply to:

- 1) property covered under **Personal Property Protection-Coverage C**;
- 2) property covered under **Other Structures Protection-Coverage B** that is not a building structure;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a **building structure**; or
- 4) land.

All other policy terms and conditions apply.



*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

Enhanced Package Deductible Reward Feature Endorsement – AVP482

For an additional premium and when the Policy Declarations indicates that the "Enhanced Package" with Deductible Reward feature applies, the following feature is added to the General section of your policy:

Deductible Reward

1. What is a Deductible Reduction Amount

The **Deductible Reduction Amount**, which is shown on **your** Policy Declarations, is the amount that can be used to reduce the amount of a **qualified deductible** for application to a claim for a loss that occurs during any period the Enhanced Package with the Deductible Reward feature is on the policy. A **qualified deductible** means any deductible that applies to **your** policy other than a deductible that applies to any Scheduled Personal Property Endorsement or any deductible that applies to a National Flood Insurance Policy, if applicable.

2. How Deductible Reduction Amount(s) Are Earned

- a) On the date when the Enhanced Package with the Deductible Reward feature is added to **your** policy, the policy will receive a \$100 **Deductible Reduction Amount**; and
- b) at each renewal after the Enhanced Package with the Deductible Reward feature is added to **your** policy, if **your** policy is not assigned a chargeable claim in accordance with **our** manual of rules and rates within the twelve months ending 45 days before policy renewal, **your** policy will receive an additional \$100 **Deductible Reduction Amount**.

However:

- 1) if the Enhanced Package with the Deductible Reward feature was added to **your** policy before the effective date of the current policy period or up to the 60th day after the effective date of the current policy period, the first additional \$100 **Deductible Reduction Amount** **your** policy can receive will be on the next renewal; or
- 2) if the Enhanced Package with the Deductible Reward feature was added to **your** policy after the 60th day from the effective date of the current policy period, the first additional \$100 **Deductible Reduction Amount** **your** policy can receive will not be until the renewal after the next policy renewal.
- c) The total maximum **Deductible Reduction Amount** is \$500. No credits whatsoever will be given for **Deductible Reduction Amounts** that would have accumulated, but for the \$500 cap.
- d) If **you** cancel **your** current policy with the Enhanced Package and replace it with a new policy with the Enhanced Package, **your** available **Deductible Reduction Amount** (if any) may be transferable if the Enhanced Package with the Deductible Rewards

feature is available in the state that **your** new policy is bound. The amount transferred from **your** previous policy and the **Deductible Reduction Amount** on **your** new policy in total will not exceed the maximum **Deductible Reduction Amount** of \$500.

3. How Deductible Reduction Amounts Are Applied To A Deductible

The **Deductible Reduction Amount** available is determined as of the date the loss occurred. The **Deductible Reduction Amount** applied will be based on the **Deductible Reduction Amount** available as of the date the claim with the **qualified deductible** is settled.

- a) If more than one claim for a loss with a **qualified deductible** is reported during the same policy period, the **Deductible Reduction Amount** will be applied to the claim reported earliest in time. Any remaining **Deductible Reduction Amount** will be applied to the claim for a loss with a **qualified deductible** reported next in time.
- b) If more than one **qualified deductible** applies to the same claim for a loss, the **Deductible Reduction Amount** will first be applied to the highest **qualified deductible**. Any remaining **Deductible Reduction Amount** will be applied to the next highest **qualified deductible** and so on.
- c) If multiple claims are reported at the same time with the same loss date, the **Deductible Reduction Amount** will first be applied to the highest deductible. Any remaining **Deductible Reduction Amount** will be applied to the next highest **qualified deductible** and so on.
- d) The **Deductible Reduction Amount** available for application to a claim for a loss with a **qualified deductible** will be the amount reflected on the Policy Declarations in effect at the time of that loss, less the amount of **Deductible Reduction Amount(s)** applied to other claims prior to the time that claim is settled.

If the available **Deductible Reduction Amount** at the time that claim is settled is equal to or greater than the applicable **qualified deductible**, the **Deductible Reduction Amount** will be reduced by the amount applied to the deductible.

If the available **Deductible Reduction Amount** at the time the loss is settled is less than the applicable **qualified deductible**, **you** will then be responsible for the difference between the **qualified deductible** amount and the **Deductible Reduction Amount**, and the **Deductible Reduction Amount** will be reduced by the amount applied to the **qualified deductible**.

4. How A Deductible Reduction Amount Can Be Restored If We Recover On Our Claims Against At-Fault Third Parties

In the event that only one claim loss occurred during a policy period and **we** recover payment for that claim from another party and the **Deductible Reduction Amount** was previously applied to that claim, then the **Deductible Reduction Amount** previously applied will be restored if:

- a) the **Deductible Reduction Amount** applied to the claim was equal to the applicable **qualified deductible** and the claim subrogation status is considered collected by **us**; or

- b) the **Deductible Reduction Amount** applied to the claim was less than the applicable deductible and **we** have returned the amount of the applicable deductible absorbed by **you** with respect to that claim.

However, if more than one claim occurred during the same policy period, restoration of the **Deductible Reduction Amount** will occur only if, and only when, all such claims have satisfied the requirements of either sub-items 4.a) or 4.b) above.

In no event will **our** restoration of the **Deductible Reduction Amount** exceed the maximum total **Deductible Reduction Amount** of \$500.

5. **How Removal of the Enhanced Package With The Deductible Reward Features Affects the Deductible Reduction Amount**

If **you** remove the Enhanced Package with the Deductible Reward feature from **your** policy, any accumulated **Deductible Reduction Amount** will not be available for a loss that occurs during any period the Enhanced Package with the Deductible Reward feature was not on the policy. The **Deductible Reduction Amount** will be available for application to a claim for a loss with a **qualified deductible** that occurs during any period the Enhanced Package with the Deductible Reward feature is on the policy.

If **you** remove the Enhanced Package with the Deductible Reward feature from **your** policy and then **you** later add the Enhanced Package with the Deductible Reward feature back onto **your** policy, then if:

- a) the accumulated **Deductible Reduction Amount** is zero, the policy will receive a \$100 **Deductible Reduction Amount** which will be available for application to a claim for a loss with a **qualified deductible** that occurs during any period the Enhanced Package with the Deductible Reward feature is or was on **your** policy. **Your** policy may then receive additional **Deduction Reduction Amount(s)** as provided in sub-item 2.b) above, subject to the \$500 maximum **Deductible Reduction Amount**; or
- b) the accumulated **Deductible Reduction Amount** is greater than zero, **your** policy will not receive a \$100 **Deductible Reduction Amount**. The policy may receive additional **Deduction Reduction Amount(s)** as indicated in sub-item 2.b) above. Any additional **Deductible Reduction Amounts** the policy may receive will be added to the prior **Deductible Reduction Amount**, subject to the \$500 maximum **Deductible Reduction Amount**.

Prior accumulated **Deductible Reduction Amounts**, if any, will be available for application to an eligible deductible for a loss that occurs during any period the Enhanced Package with the Deductible Reward feature is on the policy, subject to the \$500 maximum **Deductible Reduction Amount**.

In the event that **we** remove the Deductible Reward feature of the Enhanced Package or the Enhanced Package with Deductible Reward feature from **your** policy at renewal, any previously accumulated **Deductible Reduction Amount** not otherwise applied to a loss will be available for reduction of future claims with a **qualified deductible** up to

ten years after the effective date of **our** removal of the Deductible Reward feature of the Enhanced Package from **your** policy.

All other policy terms and conditions apply.



*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

Sinkhole Activity Coverage Endorsement - AVP315

When this endorsement applies, the following coverage is added:

Sinkhole Activity Coverage

We will cover sudden and accidental direct physical loss to the **dwelling** or other **building structure** covered under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B** caused by **sinkhole activity** or **catastrophic ground cover collapse**, including the expenses incurred to:

- a) stabilize the land and **dwelling** or other **building structure**; and
- b) repair the foundation of the **dwelling** or other **building structure**.

Payment for **sinkhole loss** caused by **sinkhole activity** or **catastrophic ground cover collapse** will be paid pursuant to **Section I Conditions** item 5.

How We Pay For A Loss. Reimbursement for additional living expenses incurred due to **sinkhole loss** will be paid pursuant to **Section I Additional Protection**, item 1. **Additional Living Expense.**

If all the following apply:

- a) **you** submit a claim for **sinkhole loss** without good faith grounds for submitting such claim;
- b) **you** demand testing by a professional engineer or geologist to determine the presence or absence of **sinkhole loss**;
- c) before ordering testing by a professional engineer or geologist, **we** inform **you** in writing of **your** potential liability for reimbursement for **sinkhole loss** testing and **we** give **you** the opportunity to withdraw **your** claim for **sinkhole loss**; and
- d) **we** obtain written certification from a professional engineer or geologist that there is no **sinkhole loss** or that the cause of the damage was not **sinkhole activity**;

then **you** must reimburse us for 50% of the actual costs of such testing, up to \$5,000 with respect to any such claim.

If we deny **your** sinkhole claim without having a professional engineer or geologist perform testing to determine the presence or absence of **sinkhole loss** or other cause of damage, **you** may demand testing in writing within 60 days after **you** receive notification that **your** sinkhole claim has been denied. **You** must pay the lesser of 50% or \$5,000 of the actual costs of the analyses and services, which will be reimbursed if the professional engineer or geologist provides written certification that there is **sinkhole loss**.

For the purposes of this endorsement, the following changes are made to your policy:

- I. In the **General** section, under **Definitions Used In This Policy**, the following definitions are added:

"Sinkhole activity"—means settlement or systematic weakening of the earth supporting the **dwelling** or other **building structure** covered under **Dwelling Protection-Coverage A** or **Other Structures**

Protection-Coverage B, but only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on limestone or similar rock formations.

"Catastrophic ground cover collapse"—means geological activity arising out of **sinkhole activity** that results in all the following:

- a) the abrupt collapse of the ground cover;
- b) a depression in the ground cover clearly visible to the naked eye;
- c) **structural damage** to the **dwelling** or other **building structure**, including the foundation, that **we** cover under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**; and
- d) that **dwelling** or other **building structure** being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order.

"Sinkhole loss"—means **structural damage** to the **dwelling** or other **building structure**, including the foundation, that **we** cover under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**, caused by **sinkhole activity** or **catastrophic ground cover collapse**.

Sinkhole loss does not mean loss consisting of or caused by man-made conditions including, but not limited to, mine subsidence, hydraulic fracturing, the collapse of storm and sewer drains, or the collapse of rapid transit tunnels.

"Structural damage"—means the **dwelling** or other **building structure** that **we** cover under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**, regardless of the date of construction, has experienced the following:

- a) Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Pennsylvania Uniform Construction Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Pennsylvania Uniform Construction Code;
- b) Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Pennsylvania Uniform Construction Code, which results in settlement related damage to the **primary structural members** or **primary structural systems** that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those **primary structural members** or **primary structural systems** exceeds one and one-third the nominal strength allowed under the Pennsylvania Uniform Construction Code for new buildings of similar structure, purpose, or location;
- c) Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical **primary structural members** to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined in the Pennsylvania Uniform Construction Code; or

- d) Damage that results in the building, or any portion of the building containing **primary structural members** or **primary structural systems**, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined in the Pennsylvania Uniform Construction Code.

"Primary structural member"—means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

"Primary structural system"—means an assemblage of **primary structural members**.

"Rebate"—means a remuneration, payment, gift, discount, or transfer or any item of value to **you** by or on behalf of a person performing repairs as an incentive or inducement to obtain repairs performed by that person.

II. In **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, item A.5. is replaced by the following:

5. Earth movement of any type, including, but not limited to earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss to the **dwelling** or other **building structures** covered under **Dwelling Protection—Coverage A** or **Other Structures Protection—Coverage B** which consists of, or is caused by **sinkhole activity** or **catastrophic ground cover collapse**.

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

III. In **Section I—Personal Property Protection**, under **Losses We Cover Under Coverage C**, the following is added:

Sinkhole activity, but only if **Sinkhole Activity Coverage** is shown on the Policy Declarations.

We do not cover losses caused by **sinkhole activity** under **Personal Property Protection—Coverage C** unless the **sinkhole activity** causes **structural damage** to the **dwelling**, including the foundation, that **we** cover under **Dwelling Protection—Coverage A**.

IV. In **Section I Conditions**, under condition 5. **How We Pay For A Loss**, the following is added to the Building Structure Reimbursement provision:

The following subparagraphs (1) and (2) apply to Sinkhole Activity Coverage:

- (1) In the event of a covered **sinkhole loss**, payment to repair, rebuild or replace the damaged or destroyed **dwelling** or other **building structure** will be on an actual cash value basis until **you** enter into a

contract for the performance of building stabilization or foundation repairs. Payment on an actual cash value basis means there may be a deduction for depreciation. Once **you** enter into a contract for the performance of building stabilization or foundation repairs, **we** shall pay the additional amounts necessary to begin and perform the repairs, rebuilding or replacement of the damaged or destroyed **dwelling** or other **building structure**, including the foundation, as the work is performed and the expenses are incurred.

Notwithstanding any other provision contained in this policy, **we** will not pay any amounts for underpinning or grouting until **you** enter into a contract for the performance of building stabilization or foundation repairs. The stabilization and all other repairs to the **dwelling** or other **building structure** must be completed within 12 months after **you** enter into the contract, unless:

- (a) there is mutual agreement between **you** and **us**;
(b) the claim is in litigation; or
(c) the claim is under appraisal or mediation.

You may not accept a **rebate** from whoever performs the stabilization and repairs.

- (2) For direct physical losses caused by **sinkhole activity**, other than total losses, payment includes the reasonable and necessary cost to replace, rebuild, stabilize or otherwise restore the earth necessary to support that part of the **dwelling** or other **building structure**, including the foundation, sustaining a covered **sinkhole loss**, but only if **you** enter into a contract to stabilize the earth and **dwelling** or other **building structure** and repair the foundation in a manner consistent with the recommendations of the engineer **we** select or approve within 90 days after **we** confirm coverage for the sinkhole loss and notify **you** of such confirmation. This time period is tolled if either party invokes the appraisal process, and begins again ten days after the conclusion of the appraisal process. Payments under such contract will be made in consultation with **you**.

Sinkhole Activity Coverage does not increase the limit of liability applying to the covered property.

All other terms and conditions apply.



*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

All other policy terms and conditions apply.

Pennsylvania Amendatory Endorsement - AVP354

I. In **Section I—Your Property**, under **Property We Cover Under Coverage C**, item 1 is replaced by the following:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection—Coverage C**.

This limitation does not apply to personal property:

- a) in a newly acquired principal residence for the 30 days immediately after **you** begin to move property there; or
- b) in use at a temporary residence when a direct physical loss **we** cover makes **your residence premises** uninhabitable.

II. In **Section I Additional Protection**, item 1 is replaced by the following:

1. **Additional Living Expense**

We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss **we** cover under **Dwelling Protection—Coverage A, Other Structures Protection—Coverage B** or **Personal Property Protection—Coverage C** makes your **residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection—Coverage A, Other Structures Protection—Coverage B** or **Personal Property Protection—Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 24 months.

These periods of time are not limited by the termination of this policy.

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

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*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

Amendatory Endorsement - AVP554

In the **General** section, the **Loss Reduction And Other Items** provision is added:

Loss Reduction And Other Items

From time to time and at **our** sole discretion **we** may provide **you**, or allow others to provide **you** with items such as smart home devices, loss mitigation devices, loss prevention, or safety-related items, or services such as loss mitigation or risk management services designed to help **you** or other persons insured under this policy manage the risks **you** or they face.

These items or services may be provided in any form, including, but not limited to, redemption codes, coupons, and vouchers.

All other policy terms and conditions apply.



Important notices

Policy number: **808 127 916**
 Policy effective date: March 5, 2021

Your Estimated Home Replacement Cost

Allstate has determined that the estimated cost to replace your home is: \$291,650.

We based your estimated cost on information provided by you and selected data that was available to us, which is described in the "Insured property details" section of your Policy Declarations. Please review all the information in this section to ensure the accuracy of the information used to determine the estimated replacement cost of your home.

The enclosed Policy Declarations shows the limit of liability applicable to Dwelling Protection-Coverage A of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this information is described in the "Insured property details" section of your Policy Declarations). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred. Please keep in mind that we do not guarantee the adequacy of the estimate to cover any future loss(es).

How Is the Replacement Cost Estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

Note to Customers Renewing Their Policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your

home's characteristics is provided in the "Insured property details" section of your Policy Declarations.

Please note: Your Dwelling information is used to estimate your home replacement cost. It's important to review and update this information so we're using the most accurate details to estimate your home's replacement value.

If the information about your home shown in your Policy Declarations requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-ALLSTATE.

X73182-1

Address Confirmation Request

Please Confirm Your Current Address

As you may know, we base our property insurance rates, in part, on where a customer's property is located. According to our records, the location of the dwelling your property policy covers is:

Address: **34 Kenney Way**
 City/Village/Township: **Pittsburgh**
 State: **PA**
 Zip: **15219-3714**
 County: **Allegheny**

We ask that you please review this information to make sure the address we've listed above is accurate. If you see any information that is incorrect, please contact your Allstate representative as soon as possible and provide them with the correct information. Once we receive your updated information, we will send you an Amended Policy Declarations and, if necessary, adjust your insurance premium to reflect the updated information.

If the information above is correct, you do not need to contact us. Feel free to contact your Allstate representative with any questions you may have about this notice.

X72770

Identity Theft Expenses Coverage— Coverage for Identity Theft Victims

While modern technology has made our lives easier, it has also made it easier for thieves to commit identity theft.

Thieves begin by gaining access to personal information such as your Social Security Number, date of birth and driver's license number. They then use this information to set up fake accounts, open loans, rent housing, secure employment or even obtain medical care—all without you even knowing.

As this crime grows increasingly common, consumers need options for dealing with the costs and hassles related to identity theft—that's why we're offering Identity Theft Expenses Coverage.

For Just \$30 per Year, You Can Get Help to Restore Your Good Name

Now Allstate has a product that can help you if your identity is stolen. You can add this optional coverage to your property policy for just a few dollars a month—a small price to pay for peace of mind—especially when you consider that while other insurance companies typically require a deductible for similar protection, with Allstate there is no deductible.

Allstate Takes Identity Theft Expenses Coverage a Step Further

If you purchase this coverage, we'll reimburse you for covered expenses you incur to restore your identity up to a \$25,000 coverage limit. That's more than most companies offer for this type of coverage. This coverage includes reimbursement for:

- **Attorneys fees** (subject to applicable coverage limits)—in case you need to hire an attorney to defend you if lawsuits are brought against you by merchants or collection agencies, if you need help to remove criminal or civil judgments wrongly entered against you, or to challenge information contained in your credit report.
- **Lost wage recovery** (up to \$250/day with a \$5,000 cap)—this will help cover wages or salary you may lose if you need to take time off work to complete affidavits or meet with law enforcement agencies, financial institutions, credit grantors, credit reporting agencies or attorneys.
- **Loan reapplication fees**—this covers your expenses if you need to reapply for loans denied you solely because the lender received incorrect information due to identity theft.
- **Other expenses**—covers other expenses involved in restoring your identity, such as mailing costs, notary expenses and long-distance phone calls.

You Can Get Help If You Become a Victim

If you become a victim of identity theft, you probably won't know all that is involved in restoring your name. There are many issues you would need help with, including:

- Understanding your rights as an identity theft victim.

- Filling out paperwork, including police reports.
- Issuing a Fraud Alert to the three major credit bureaus, as well as Social Security Administration, Federal Trade Commission, and U.S. Postal Service.
- Obtaining copies of your credit bureau reports.
- Working with the three major credit bureaus to restore the accuracy of your credit history.
- Reviewing your credit history to verify if fraud includes items such as public records (liens, judgments, bankruptcies); credit accounts; or errors with addresses/prior employment.
- Issuing a fraud alert to affected financial institutions and credit card companies.
- Tracing Social Security Numbers and notifying and working with the Department of Motor Vehicles, collection agencies for creditors, and law enforcement personnel.

This may seem overwhelming, but our Identity Theft Expenses Coverage can help. With it, if you decide to hire a firm to help you address identity theft issues such as these, you will have up to \$2,000 available to pay for their services. In addition, we may refer you to a firm that specializes in addressing the effects of identity theft.* In either case, if you have this coverage you'll have peace of mind knowing you can get help to restore your identity.

Are You in Good Hands®?

With Allstate you're getting more than great products and service. You get a team of people who know insurance and give you the freedom to manage your insurance your way. To sign up for Identity Theft Expenses Coverage, or for more information, just call your Allstate representative or log on to allstate.com.

* Referrals, if any, are solely at the discretion of Allstate. Identity Theft Expenses Coverage is subject to policy terms. Please read the policy endorsements carefully.

X71831-1

Additional Protection for Your Most Valuable Possessions

Property insurance covers many belongings, but some items may require higher coverage limits than those in a standard property policy.

Scheduled Personal Property (SPP) coverage gives you additional protection against loss or damage to your valuables. It's protection not typically provided with standard property coverage. SPP benefits typically include:



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- No deductibles to meet
- Coverage for lost or damaged items
- Coverage for valuables kept in a storage location outside your home

Items That May Need the Extra Protection

SPP coverage provides protection for an array of valuable personal property. Here are some of the items you can protect by purchasing SPP coverage through Allstate:

- Jewelry (including wedding rings and precious or semi-precious stones)
- Furs
- Cameras (digital, still, movie, video and related equipment)
- Silverware and antiques (including furniture)
- Musical instruments
- Collections (stamps, coins, music)
- Fine art works (including paintings, etchings, vases and sculptures)
- Manuscripts or books
- Home-office equipment (laptop, computer, audio/visual)
- Sports equipment (such as golf clubs)

Affordable Protection for Your Valuables

The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need. The rates are generally a small percentage of the total value of the items you're insuring. This means that your valuables are being protected for only a fraction of the cost.

Regularly Review Your SPP Coverage

Even if you currently have SPP coverage, it's a good idea to review it annually. It's possible that the value of your property has changed or that you've purchased new items that have not been added to your coverage.

To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Allstate representative, or visit us at allstate.com.

X73169

What You Should Know About Flood Insurance

Most homeowners, renters and commercial insurance policies do not provide coverage for flood damage. In fact, protection

against floods is generally available only through a separate policy.

That's why Allstate is a participant in the National Flood Insurance Program (NFIP) and offers standard flood insurance policies.* A flood insurance policy can help complete the insurance protection for your property and help protect your financial well-being.

You May Have More Risk from Flood Than You Think

Approximately 90 percent of all disasters in the U.S. are flood related. While you may think that it couldn't happen to you, over 25 percent of all flood losses occur in low- to moderate-risk areas.

What's more, flood damage is often accompanied by other damage, such as wind and hail (which is typically covered under a property policy). So if you purchase your NFIP coverage through Allstate, you would have the convenience and peace of mind that comes with working with just one claim adjuster and one agent, instead of two or more for a flood claim.

Flood Coverage Is Affordable

The federal government sets the rates for flood insurance, so there's typically no difference in rates from policy to policy. You can switch to an NFIP flood insurance policy administered by Allstate for the same amount of premium you may be paying elsewhere. If you choose Allstate, you can have the quality service you've come to expect from us.

For more information about flood insurance, or if you have any questions about your policy in general, please contact your Allstate representative or visit us at allstate.com.

* Allstate provides the standard flood insurance policy under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations. The standard flood insurance policy is written by Allstate for the National Flood Insurance Program which is administered by the Federal Insurance Administration, part of the Federal Emergency Management Agency.

Subject to availability and qualifications. Other terms, conditions and exclusions may apply.

X73168

How We Compensate Our Agencies

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on



the company's behalf. Agencies are paid a commission by the company for selling and servicing the company's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Allstate Vehicle and Property Insurance Company

X72006-1

What You Should Know About Claim Surcharges

Thank you for being a valued Allstate customer. We truly appreciate your business and the opportunity to serve you.

To help you better understand how claims may impact your premium on your Homeowners policy, the State of Pennsylvania requires us to send you this notice, which covers the following subjects:

- How Your Claims Affect Your Premium
- What Is a Claim Surcharge?
- "Chargeable" Property Claims
- Surcharge Amounts

We encourage you to take a moment to review the following important information. Please feel free to contact your Allstate representative with any questions about this notice or about any aspect of your policy.

How Your Claims Affect Your Premium

If you have a claim-free history, you are receiving a lower premium than if you had one or more "chargeable" claims in the past five years. In other words, if we, or any other insurer, made a claim payment arising out of a covered loss under your policy, this may impact your premium.

What Is a Claim Surcharge?

A claim surcharge is an additional amount added to your premium when you've had a "chargeable" claim. Once a surcharge is applied, it will remain on your policy for a period of up to three years and will be used in the calculation of your premium. Chargeable claims result in surcharges applied to the package premium amount.

"Chargeable" Property Claims

A property claim is chargeable if it occurred during the three-year period prior to the policy effective date. At renewal, claims will be re-evaluated by looking at the three-year period ending 45 days prior to your policy effective date. In addition, for a property claim to be chargeable, the following must be true:

- The claim must have a total loss payment greater than \$250; and
- The claim occurred under a named insured's prior Homeowners, Renters, Condominium, Mobilehome, or Manufactured Home policy or the current Homeowners policy.

Exceptions:

- A claim with paid losses attributable only to identity theft expenses will not be considered chargeable.
- Claims associated with a secondary residence will not be chargeable for a policy covering the primary residence, and vice versa.

Surcharge Amounts

Listed below are the maximum amount of claim surcharges we apply. These amounts indicate how much higher your premium will be if you have had one or more chargeable claim in the past three years. The surcharge amounts depend on the peril that caused the chargeable claim(s).

1 claim		2+ claims	
Min	Max	Min	Max
0%	98%	0%	292%

What Are Your Options?

You have the right to ask us for the reason(s) behind any increase in the premium for your policy caused in whole or in part by a claim under your Homeowners policy. Contact your Allstate representative, and we will provide you with that information.

Questions? Please Contact Us

If you have any questions about how claims impact your premium or about your Homeowners coverage in general, please contact your Allstate representative.

X73874

You're Receiving the Responsible Payment Discount

As an added benefit of being an Allstate customer, you're receiving our Responsible Payment Discount on your House & Home policy.

Here's how the Responsible Payment Discount works. From this point on, you will continue to receive this discount:

- If you pay your premium in full.
- If you pay your premium through a third party (e.g., escrow).



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- If we do not send you a **cancellation notice** for nonpayment of premium (the billing notice we send when we don't receive your payment on time).
 - If we send you a cancellation notice for nonpayment of premium and your policy renews, the discount will be reduced at renewal, which may cause your overall insurance premium to increase.
 - If this discount is reduced because of a cancellation notice, we will add it back to your policy at renewal if no cancellation notices for nonpayment of premium have been sent to you within the most recent twelve-month period ending 45 days prior to your renewal effective date.

Payment Options to Help You Save Money

We want you to continue saving money with the Responsible Payment Discount, so we offer several ways to make paying your bills fast and easy.

- You can sign up for the **Allstate® Easy Pay Plan**, which allows us to deduct your insurance premiums each month, or in full, from your checking account. You'll save on postage, have fewer checks to write, and have the monthly installment fee reduced.
- You can also pay your premium over the phone with either a check or credit card. Simply call us toll-free at 1-800-ALLSTATE. You'll be asked for your policy number when you pay by phone, so it's a good idea to have your policy documents in hand before you call.
- You can set up an escrow account to ensure your premiums are paid on time. (Please contact your mortgage lender for more information on setting up an escrow account.)
- You can choose to pay your premium in full.

Have Questions? Please Contact Us

If you have any questions about the Responsible Payment Discount, or if you'd like more information about the different bill paying options available to you, please contact your Allstate representative, or call us toll-free at 1-800-ALLSTATE.

X73075

Consumer Report Information and Its Impact on Your Insurance

In an effort to keep insurance costs as competitive as possible for the greatest number of policyholders, we may consider certain prior insurance information, prior insurance loss

information and motor vehicle reports (MVR), when determining our customers' eligibility, premiums and payment options. We're writing now to let you know we recently ordered consumer report information about you and, if applicable, another insured person named on your policy, and we are providing you with additional details about this process.

Based in whole or in part on the information provided to us by Current Carrier Database (CCDB), Motor Vehicle Report (MVR), Comprehensive Loss Underwriting Exchange (CLUE), Allstate Vehicle and Property Insurance Company could not offer you a lower rate.

Please keep in mind that the consumer reporting agency(ies) did not make the decision to take this adverse action and will not be able to provide you with any specific reasons regarding why we took this action. Also, any changes to your name or address within the past two years can affect the completeness of your file with the consumer reporting agency(ies). If your information has changed, please let your insurance representative know.

Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your report(s) provided to us by the consumer reporting agency listed below if you request it within 60 days of receiving this notice. You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agency the accuracy or completeness of any information in the consumer report(s) furnished by the agency.

To request your report, you may contact the appropriate consumer reporting agency at:

LexisNexis Risk Solutions

PO Box 105108

Atlanta, GA 30348-5108

Phone: (800) 456-6004 IVR, 1-888-497-0011 for live agent
consumer.risk.lexisnexis.com

If you have any questions regarding this notice or your policy in general, please contact your insurance representative.

XF3

Privacy Statement

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Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, Social Security Number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources including, but not limited to, insurance support organizations that assemble or collect information about individuals for the purpose of providing to insurance companies. This information may include, but is not limited to,

your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit allstate.com, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use allstate.com.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use allstate.com
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

The Internet and Your Information Security



Policy number:

808 127 916

Policy effective date:

March 5, 2021

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstate.com. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the allstate.com homepage.

To learn more, the allstate.com Privacy Statement provides information relating to your use of the website. This includes, for example, information regarding:

- 1) How we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) Who should use our website;
- 3) The security of information over the Internet; and
- 4) Links and co-branded sites.

How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:

Allstate Insurance Company Customer Privacy Inquiries
PO Box 660598
Dallas, TX 75266-0598

Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request.

If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-ALLSTATE.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company

Allstate entities on which behalf this notice is provided and amongst which information may be shared:

The Allstate family of companies, LSA Securities, Deerbrook General Agency, Inc., Deerbrook Insurance Company, North Light Specialty Insurance Company, Northbrook Indemnity Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

(ed. 10/2015)

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WILLIAM PEDUTO
MAYOR



KARINA RICKS
DIRECTOR

May , 2021

President and Members
City Council
City of Pittsburgh

**RE: 34 KENNEY WAY
ENCROACHMENT**

Dear President and Members of City Council:

We have a request for an encroachment permit at 34 Kenney Way, in the 6th Ward, 7th Council District, as shown on the attached plan. A copy of the request is also attached.

Kelly Bender, is proposing to install a new awning roof and railings on an existing porch with steps that encroach into the right-of-way. The existing awning roof and railings are in despair.

Your favorable approval of this proposed Resolution is hereby recommended.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Ricks", written over a horizontal line.

Karina Ricks
Director

KR:JM
Attachments