

CUSTOM HOME – DWELLING COVERAGE

The following Table of Contents shows how this Dwelling Coverage is organized. It will help "you" locate particular sections of this form.

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Additional provisions are found in Form FMH-2001.

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

AGREEMENT

This policy, subject to all of its **terms**, provides property insurance and other described coverages during the policy period. In return **you** must pay the required premium. Each of the Principal Coverages described in this policy applies only if a **limit** is shown on the Declarations for that coverage.

PROPERTY DEFINITIONS

1. The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.
2. The words "we", "us", and "our" mean the company providing this Dwelling Coverage.
3. "Business" means a trade, a profession, or an occupation including farming, all whether full or part time. This includes the rental of property to others. It does not include the occasional rental for residential purposes of the part of the "insured premises" normally occupied solely by "your" household.

"Business" also includes services regularly provided by an "insured" for the care of others and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.

4. "Declarations" are all pages labeled Declarations, Supplemental Declarations, or Schedules which pertain to this Dwelling Coverage.
5. "Insured" means:
 - a. "you";
 - a. "your" relatives if residents of "your" household; and
 - c. persons under the age of 21 in "your" care or in the care of "your" resident relatives.
6. "Insured Premises" means the location shown on the "declarations".
7. "Limit" means the amount of coverage that applies.
8. "Motorized Vehicle" means a self-propelled land or amphibious vehicle regardless of method of surface contact.

This does not include vehicles that are designed and used to assist the handicapped and are not required to be licensed for road use.

9. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
10. "Residence" means a one- to four-family house or a one- or two-family mobile home used mainly for family residential purposes.
11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply to this Dwelling Coverage.

PROPERTY COVERAGES

PRINCIPAL PROPERTY COVERAGES

Each Principal Property Coverage applies only if a "limit" is shown on the "declarations".

Coverage A -- Residence

"We" cover the "residence" on the "insured premises". This includes additions and built-in components and fixtures and building materials and supplies located on the "insured premises" for use in construction of or to the "residence".

"We" do not cover land, including the land on which covered property is located, underground water, or surface water.

"We" do not cover trees, plants, shrubs, or lawns; private power, light, or electric poles; wells or well pumps; irrigation systems; or outdoor antennas, except as provided under Incidental Property Coverages.

Coverage C -- Personal Property

1. "We" cover personal property owned by or in the care of an "insured". Coverage for personal property usually on residential premises of an "insured" other than the "insured premises" is limited to 10% of the Coverage C "limit".
 2. "We" cover personal property in a newly acquired principal place of residence. The full Coverage C "limit" applies for 30 days from the date "you" begin to move. After that, coverage for personal property in a newly acquired principal place of residence is limited to 10% of the Coverage C "limit". This coverage does not extend past the date on which the policy expires or the date on which the policy is terminated.
 3. At "your" option, personal property owned by a guest or domestic employee is covered while it is in that part of residential premises occupied by an "insured".
 4. **Limitations on Certain Property** -- The special "limits" shown below do not increase the Coverage C "limit". The "limit" for each class is the total "limit" per occurrence for all items in that class.
 - a. \$250 on money, bank notes, bullion, gold other than goldware and gold-plated ware, silver other than silverware and silver-plated ware, platinum, and numismatic property.
 - b. \$1,500 on securities, stamps, philatelic property, bills, letters of credit, notes other than bank notes, tickets, accounts, deeds, evidence of debt, passports, and manuscripts.
 - c. \$1,500 on electronic devices, accessories, and antennas that can be operated from the electrical system of a "motorized vehicle", farm equipment, or watercraft and by other sources of power. This includes films, tapes, wires, discs, records, MP3, memory sticks or other media for use with such devices.
- The special "limit" applies only while the property described in this paragraph is in or on a "motorized vehicle", farm equipment, or watercraft.
- d. \$1,500 on watercraft including their trailers, furnishings, equipment, and motors.
 - e. \$1,500 on trailers not otherwise provided for.
 - f. For loss by theft:
 - 1) \$2,500 on jewelry, watches, precious and semiprecious stones, gems, and furs;
 - 2) \$2,500 on silverware, goldware, pewterware, and items plated with gold or silver; and
 - 3) \$2,500 on guns and items related to guns.
 - g. \$2,500 on "motorized vehicles" used for recreational purposes while on the "insured premises" and not designed, licensed or registered for use on public roads or right-of-ways.
 - h. \$2,500 on "business" property, other than farm personal property.
5. **Personal Property Not Covered** -- "We" do not cover:
 - a. animals, birds, fish, reptiles or insects;
 - b. "motorized vehicles", other than those subject to Limitations on Certain Property, including parts, equipment, and accessories while in or on a "motorized vehicle";
 - c. aircraft, including their parts and equipment;
 - d. property of roomers and boarders who are not "insureds";
 - e. trees, plants, shrubs, or lawns, except as provided under Incidental Property Coverages;
 - f. electronic devices, accessories, or antennas that may be operated only

from the electrical system of a "motorized vehicle", farm equipment, or watercraft while in or on the "motorized vehicle", farm equipment, or watercraft. This includes films, tapes, wires, discs, records, MP3, memory sticks or other media for use with such devices;

- g. loss that results from credit or debit cards, except as provided under Incidental Property Coverages;
- h. farm personal property or property designed primarily for farm use;
- i. private power, light, or electric poles; wells or well pumps; irrigation systems; or outdoor antennas, except as provided under Incidental Property Coverages; or
- j. land, including the land on which covered property is located, underground water, or surface water.

Coverage D -- Additional Living Costs and Loss of Rent

"We" pay the necessary and reasonable increase in living costs "you" incur to maintain the normal standard of living of "your" household if a part of the "insured premises" is made unfit for use by an insured loss. "We" pay only for the period of time reasonably required to make the "insured premises" fit for use or until "your" household is permanently relocated, whichever is less. This period of time is not limited by the policy period.

"We" pay for the rent "you" lose or the fair rental value if the part of the "residence" rented or held for rental to others is made unfit for use by an insured loss. "We" only pay for the period of time reasonably required to make the "residence" fit for use or until "your" household is permanently relocated, whichever is less. Loss of rent is the amount "you" would have received less the charges and expenses that do not continue while the "residence" is unfit for use. This period of time is not limited by the policy period.

"We" pay "your" additional living costs and loss of rent or fair rental value for up to two weeks if a premises neighboring the "insured premises" is damaged from a peril insured against by this

policy and "you" may not, by order of civil authority, use the "insured premises". This is not limited by the policy period.

"We" do not pay for loss of rent or costs due to the cancellation of a lease or an agreement.

INCIDENTAL PROPERTY COVERAGES

This form provides the following Incidental Property Coverages. They are subject to all of the "terms" of the applicable Coverages A or C. These coverages provide additional insurance, subject to the policy deductible, unless otherwise stated.

1. **Emergency Removal** -- This coverage does not increase the "limits" shown for the property being removed.

"We" pay for loss to property covered under Coverages A or C that is moved from a premises to prevent a loss from perils insured against. The property is covered for direct physical loss not excluded, for up to 30 days. This coverage does not extend past the date on which this policy expires.

"We" pay up to \$250 towing charge to move a covered mobile home that is in danger from a peril insured against.

2. **Debris Removal** -- "We" pay for the cost to remove the debris of property covered under Coverages A or C after an insured loss. This includes the cost to remove volcanic ash, dust, or particulate matter that causes direct physical loss to property covered under Coverages A or C.

"You" may apply up to 25% of the "limit" that applies to the damaged property to cover debris removal. "We" will not pay more for direct physical loss to property and debris removal combined than the "limit" that applies to the damaged property. However, when the covered loss plus the cost of debris removal is more than the applicable "limit", "we" will pay up to an extra 5% of the applicable "limit" to cover the cost of debris removal.

This coverage does not include costs to extract "pollutants" from land or water; or

remove, restore, or replace polluted land or water.

"We" also pay the cost to remove fallen trees which cause damage to property covered under Coverages A or C if:

- a. the falling of the tree is caused by any of the perils that apply to Coverage C; and
- b. coverage is not provided elsewhere by this form.

Regardless of the number of fallen trees, the most "we" will pay is \$500 per occurrence.

3. Increased Cost -- Ordinance or Law --

"We" pay for the increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, or demolition of property or the removal of its debris when loss to property covered under Coverage A is caused by a peril insured against.

"You" may apply up to 5% of the "limit" that applies to the damaged property to cover such increased costs. "We" will not pay more for direct physical loss to property and the increased costs combined than the "limit" that applies to the damaged property.

This coverage does not include costs to extract "pollutants" from land or water; or remove, restore, or replace polluted land or water.

4. Fire Department Service Charge -- "We" pay for charges assumed by "you" under a contract or agreement when a fire department is called to save or protect property covered under Coverages A or C from a peril insured against.

The most "we" pay is \$500 per occurrence unless a higher "limit" is shown on the "declarations".

5. Credit Card, Forgery, and Counterfeit Money -- "We" pay for loss if an "insured":

- a. by law must pay for the unauthorized use of credit or debit cards issued or registered in the name of an "insured";

- b. has a loss when checks, drafts, notes, or negotiable instruments are forged or altered; or
- c. accepts in good faith counterfeit United States or Canadian paper money.

The most "we" pay is \$1,500 per occurrence unless a higher "limit" is shown on the "declarations".

"We" do not pay for a loss if:

- a. the "insured" has not complied with the rules under which the credit or debit card was issued;
- b. the loss is caused by the dishonesty of an "insured";
- c. the loss results from the "business" of an "insured"; or
- d. the loss occurs while a person who is not an "insured" has the credit or debit card with the consent of an "insured".

6. Trees, Plants, Shrubs, or Lawns -- "We" pay for direct physical loss to trees, plants, shrubs, or lawns on the "insured premises" caused by:

- a. fire or lightning, explosion, riot or civil commotion, aircraft, vandalism, theft; or
- b. vehicles if not owned or operated by an occupant of the "insured premises".

"You" may apply up to 10% of the Coverage C "limit" to cover trees, plants, shrubs, or lawns. "We" do not pay more than \$500 for each tree, plant, or shrub. This includes the cost to remove the debris of the covered item.

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

"We" do not cover trees, plants, shrubs, or lawns located more than 250 feet from the "residence" covered under Coverage A.

7. **Grave Markers** -- "We" pay up to \$1,500 for direct physical loss to grave markers and mausoleums caused by a peril that applies to Coverage C.

8. **Collapse** -- "We" pay for direct physical loss to property covered under Coverages A and C involving the collapse of a building or a part of a building caused by the following:

- a. any of the perils insured against that apply to this form;
- b. hidden insect or vermin damage or hidden decay;
- c. weight of contents or people;
- d. weight of rain which collects on a roof; or
- e. the use of defective materials or methods in construction or repair if the collapse occurs during the course of construction or repair.

Under b. through e. above, unless the loss is the direct result of the collapse of a building, "we" do not pay for loss to awnings; swimming pools; fences; patios; paved areas; retaining walls; bulkheads; foundations; wharves; docks; piers; underground pipes, flues, and drains; cesspools; and septic tanks.

Collapse does not mean settling, cracking, shrinking, bulging, or expanding. This coverage does not increase the "limits" shown for the property covered.

9. **Glass Breakage** -- "We" pay for breakage of glass that is part of a structure covered under Coverages A. "We" also pay for loss to property covered under Coverages A or C which is damaged by the breakage of glass that is part of a structure. However, "we" do not pay for loss if the "residence" is vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant.

This coverage does not increase the "limits" shown for the property covered.

10. **Outdoor Antennas** -- "We" pay for direct physical loss to outdoor antennas caused by a peril that applies to Coverage C. This includes satellite dish antennas and masts, towers, and lead-in wiring.

The most "we" pay is \$1,500 per occurrence unless a higher "limit" is shown on the "declarations".

11. **Well Pumps** -- "We" pay for direct physical loss to well pumps caused by a peril that applies to Coverage C. This includes pump switch boxes, fuse boxes, control boards, and any other equipment attached to the pump for its operation.

The most "we" pay is \$1,500 per occurrence unless a higher "limit" is shown on the "declarations".

12. **Private Power and Light Poles** -- "We" pay for direct physical loss to private power and light poles caused by a peril that applies to Coverage C. This includes outdoor electrical wiring, switch boxes, fuse boxes, and any other outdoor electrical equipment mounted on panels or poles.

The most "we" pay is \$1,500 per occurrence unless a higher "limit" is shown on the "declarations".

13. **Refrigerated Food Spoilage** -- "We" pay for spoilage of food in a freezer or refrigerated unit on the "insured premises". The spoilage must be caused by change in temperature resulting from:

- a. interruption of electrical service to refrigeration equipment caused by damage to the generating or transmission equipment; or
- b. mechanical or electrical breakdown or disruption of the refrigeration equipment.

This coverage applies only to property intended for the personal use of an "insured". It does not apply to farm personal property.

"You" must maintain the refrigeration equipment in proper working order.

The most "we" pay is \$500 per occurrence unless a higher "limit" is shown on the "declarations".

PERILS SECTION -- COVERAGES A, C AND D

We insure against direct physical loss to property covered under Coverages A or C caused by the following perils, unless the loss is excluded under the General Exclusions:

1. **Fire or Lightning**
2. **Windstorm or Hail** -- However, "we" do not pay for loss:
 - a. to the interior of a structure, or to property inside, caused by dust, rain, sand, sleet, snow, or water, all whether driven by wind or not, which enter through an opening not made by the direct force of wind or hail; or
 - b. to watercraft and their trailers, furnishings, equipment, and motors unless inside a fully enclosed building. "We" do cover canoes and rowboats while on the "insured premises".
3. **Explosion**
4. **Riot or Civil Commotion**
5. **Aircraft**
6. **Vehicles** -- However, "we" do not pay for loss to fences, driveways, sewer lines, septic tanks, drainage and lateral tile lines and walks.
7. **Sudden and Accidental Damage from Smoke** -- However, "we" do not pay for loss caused by smoke from agricultural smudging or industrial operations.
8. **Sinkhole Collapse** -- This means direct physical loss caused by sudden settlement or collapse of earth supporting covered property. The earth settlement or collapse must result from subterranean voids created

by the action of water on a limestone or similar rock formation.

However, "we" do not cover the value of land or the cost of filling sinkholes.

9. **Volcanic Action** -- This means:
 - a. airborne volcanic blast or airborne shock waves;
 - b. ash, dust, or particulate matter; or
 - c. lava flow.However, "we" do not cover removal of ash, dust, or particulate matter that does not cause direct physical loss to covered property.
10. **Vandalism** -- However, "we" do not pay for:
 - a. loss on the "insured premises" if the "residence" is vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant; or
 - b. caused by an insured; tenant or employee.
11. **Theft** -- This includes attempted theft and loss of property from a known place when it is likely that theft occurred. However, "we" do not cover:
 - a. theft by an "insured", tenant or employee;
 - b. theft in or to a "residence" being built, or theft of materials and supplies for use in construction of the "residence", until the "residence" is occupied for its intended use;
 - c. loss of a precious or semiprecious stone from its setting;
 - d. loss that results from the theft of a credit or debit card, except as provided under Incidental Property Coverages;
 - e. theft from a part of the "residence" usually occupied solely by an "insured" while it is rented to others; or

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- f. theft that occurs away from the "insured premises" of:
- 1) property while on the part of residential premises which an "insured" owns, rents, or occupies except for the time while an "insured" temporarily resides there. "We" do cover the property of an "insured" who is a full-time student while it is in the living quarters occupied by the student at school;
 - 2) trailers and their equipment;
 - 3) campers or camper bodies; or
 - 4) watercraft and their furnishings, equipment, and motors.
- g. **We** do not pay for loss from any residence that has been vacant for more than 30 days prior to a loss.
- h. **We** do not pay for loss due to "your" voluntary parting with possession of covered property if "you" are induced to do so by a trick, scheme, or device or through fraud or false pretense. This includes the acceptance of:
- i. counterfeit money or fraudulent post office or express money orders;
 - ii. checks or promissory notes that are not paid upon presentation; or
 - iii. credit cards that are illegally obtained and or used.
- i. We do not pay for loss due to unauthorized instructions to transfer property to any person or to any place.
12. **Falling Objects** -- However, "we" do not pay for loss to:
- a. the inside of a structure, or to property inside, unless the falling object has first damaged an outside wall or the roof by impact; or
 - b. the object which falls.
13. **Weight of Ice, Snow, or Sleet** which damages a structure or the property inside a structure. However, "we" do not pay for loss to:
- a. awnings or canopies and their supports; or
 - b. swimming pools, retaining walls, fences, piers, wharves, foundations, patios, and paved areas.
14. **Sudden and Accidental Tearing Apart, Cracking, Burning, or Bulging** of a heating, air-conditioning, or automatic sprinkling system or water heater. However, "we" do not pay for loss caused by freezing, except as provided under the peril of Freezing.
15. **Accidental Discharge or Overflow of Liquids or Steam** from a plumbing, heating, air-conditioning, or automatic sprinkling system; water heater; or domestic appliance. However, "we" do not pay for loss:
- a. caused by continuous or repeated seepage or leakage;
 - b. caused by freezing, except as provided under the peril of Freezing;
 - c. on the "insured premises" caused by accidental discharge or overflow which comes from off the "insured premises";
 - d. if the "residence" has been vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant; or
 - e. to the system, heater, or appliance from which the liquid or steam escapes. ("We" do pay the reasonable cost of removing and replacing only those parts of the structure needed to repair the system, heater, or appliance.)
- In this peril, a plumbing system does not include a sump, sump pump, or related equipment.

16. **Freezing** of a plumbing, heating, air-conditioning, or automatic sprinkling system; water heater; or domestic appliance. However, "we" do not pay for loss on the "insured premises" while the "residence" is vacant or unoccupied or under construction and unoccupied, unless "you" have taken reasonable care to:
- maintain heat in the building or mobile home; or
 - shut off the liquid supply and drain the system, domestic appliance, or heater.

17. **Sudden and Accidental Damage from Artificially Generated Electrical Currents** -- However, "we" do not pay for loss to tubes, transistors, and similar electronic components.

LOSS SETTLEMENT PROVISIONS

The following provisions apply to property covered under Coverages A and C and to the Incidental Property Coverages described in this form.

Subject to the "terms" shown under How Much We Pay For Loss or Claim, "we" settle losses according to the Replacement Cost Terms. If the Replacement Cost Terms do not apply, "we" settle losses according to the Actual Cash Value Terms.

1. Replacement Cost Terms- Coverage A Only

- The Replacement Cost Terms apply only to buildings covered under Coverages A that have a permanent foundation and roof. They do not apply to:
 - mobile homes whether or not on a permanent foundation;
 - window air-conditioners;
 - awnings and canopies;
 - appliances;
 - carpeting; and
 - window coverings.
- In determining the replacement cost, do not include the cost of:

- excavations;
 - brick, stone, or concrete foundations;
 - piers and other supports which are below the surface of the ground inside the foundation walls; and
 - underground flues, pipes, wiring, and drains.
- When the cost to repair or replace exceeds the lesser of \$2,500 or 5% of the "limit" on the damaged building, "we" do not pay for more than the actual cash value of the loss until repair or replacement is completed.
 - "You" may make a claim for the actual cash value of the loss before repairs are made. A claim for an additional amount payable under these "terms" must be made within six months after the loss.
 - If the "limit" on the damaged building is less than 80% of its replacement cost at the time of loss, the larger of the following amounts is used in applying the "terms" under Our Limit:
 - the actual cash value at the time of the loss; or
 - that part of the replacement cost of the damaged part which "our" "limit" on the building bears to 80% of the full current replacement cost of the building.

2. Actual Cash Value Terms – Coverage C and Incidental Coverage

- Actual cash value means replacement cost at the time of loss minus a deduction for depreciation, however caused. Depreciation means a reduction in value of the property as a result of wear and tear, use, age, operating conditions or technological or economic obsolescence. Depreciation applies to both labor and materials.
- The Actual Cash Value Terms apply to all property not subject to the Replacement Cost Terms.
 - The smallest of the following amounts is used in applying the "terms" under Our Limit:

- 1) the cost to repair or replace the property with materials of like kind and quality to the extent practical less depreciation;
- 2) the actual cash value of the property at the time of loss; or
- 3) (applies only to mobile homes) the difference in the actual cash value just before the loss and the actual cash value just after the loss.

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