

HOMEOWNERS / DWELLING POLICY RESTRICTION (03/01/2009)

THIS POLICY CONTAINS THE FOLLOWING MAJOR LIMITATIONS OR EXCLUSIONS.

PLEASE READ THEM CAREFULLY

1. Premium is 25% fully earned.
2. All policy fees and inspection fees are fully earned.
3. If the wording attached to this policy is a HOA, HO1 or HO8 form then this policy wording provides you with NO coverage for water damage unless the water entered the home as a result of a covered peril(s). Form HOA *PREMIER*, HO1 *PREMIER*, HOA *PLUS*, HO1 *PLUS*, HOB, HOB *PREMIER*, HO2, HO2 *PREMIER*, HOC, HO3, HO6 or DP1 with water coverage is limited to \$5,000, unless additional coverage is purchased, and subject to policy restrictions.
The word "PLUS & PREMIER" designates that the policy form has been enhanced to include water damage subject to policy restrictions. Please note the roof clause (NUMBER 9) that appears below in this restriction page.
4. Section 1 – Exclusions #3 is void and replaced with the following. We do not cover loss caused by or resulting from the enforcement of any ordinance or law regulating the construction, repair or demolition of a building or structure.
5. This policy does not cover transmission of communicable diseases, assault and/or battery, punitive or exemplary damages, pollution or lead contamination, asbestos and silica dust and/or toxic dust exclusion
6. Policy valuation is based on 80% of actual cash value OR replacement cost on Dwelling Only, upon request.
7. There is no coverage provided hereunder for business property, business related property, gems, art, stamps, money, coins, bullion, boats, motors or guns unless scheduled hereunder and a premium paid therefore.
8. Coverage for personal property away from premises limitation is 10% of the contents limit or up to a maximum of \$1,000. No coverage is provided for property of the insured's left in an unattended automobile or truck unless proof of forced entry is provided.
9. Roofs in worn out condition or older than the normal life expectancy of a standard roof are not insured for hail and/or wind damages. Also, no coverage is afforded for the removal of multiple layers of roofing in the event of a covered loss.
10. Swimming pools must be fenced and comply with all local ordinances and subject to policy terms.
11. Premises vacant or unoccupied over 20 days renders this policy null and void.
12. This policy does not cover the described premises in the event of change of ownership or occupancy.
13. This policy does not cover liability for property damage or bodily injury caused by any animals or pets wither owned by the insured or not and wither disclosed or not on the application.
14. Notwithstanding any other provision in this policy, no coverage of any kind is afforded by this policy for any damage to insured property, whether caused directly or indirectly by a covered peril, resulting from rust, rot, mold or other fungi, spores, dust, contamination, deterioration, pollutants, asbestos, communicable disease, or infestation of rodents, insects or any other living organisms. Further, no liability coverage or legal defense will be provided for any third party bodily injury, property damage or medical payment claim resulting from or arising out of or alleged to have resulted from or arisen out of, any of such aforementioned conditions.
15. In consideration of the premium charged, no liability or property damages or medical payments arising out of the ownership, maintenance, use or existence of any trampoline or similar rebounding device.
16. We do not cover loss including loss of use, under coverage caused by settling, cracking, bulging, shrinkage, or expansion of foundation, walls, floors, ceilings, roof structures, walks, drives, curbs, fences, retaining walls or swimming pools.
17. There is NO coverage provided by this policy for damage caused by or resulting from bursting, breaking, seeping or leaking pipes in or below the ground floor slab or if there is no slab in or below the first floor surface. Further, NO coverage is provided for the cost of accessing any such leak in order to do repairs.
18. No coverage is provided for business and/or home business buildings, structures, machinery or equipment. Further, no liability coverage is provided for any business activity whether at the home, business or away from the insured's premises.
19. No coverage is provided by this policy for liability or physical damage for a All Terrain Vehicle (ATV).
20. No legal defense is provided by this policy for any third party property damage or bodily injury arising from any cause for which this policy provides no coverage.
21. There is no Appurtenant Structures coverage provided by this policy unless a scheduled limit is indicated on the policy declaration page.

DECLARATIONS OF THE INSURED:

1. The described premises are occupied by not more than one family and not more than one roomer or boarder per family.
2. The above premises of the described dwelling are the only premises where the Named Insured or spouse maintains a residence.
3. No business pursuits are conducted on the premises of the described dwelling.

If not, explain in REMARKS

I acknowledge and warrant that the information given in this application even if not in my handwriting, is true and correct to the best of my knowledge and belief.

SPECIAL NOTICE: As part of our underwriting procedure, a routine inquiry and/or a consumer credit report may be made which will provide applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made will be provided.

*****NO BINDING AUTHORITY IS EXTENDED TO AGENT*****

THE APPLICATION MUST BE FULLY COMPLETED, SIGNED AND DATED BY THE INSURED OR IT WILL NOT BE ACCEPTED BY THE UNDERWRITERS.

*****RESTRICTION PAGE IS VALID ON ORIGINAL POLICY AND ANY RENEWAL THEREOF*****

Date: _____ Insured's Signature: _____