

# HomeProtector

From Erie Insurance

**Broadcover Insurance Policy**



Erie  
Insurance®

# WHERE TO LOOK IN YOUR POLICY

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ERIE INSURANCE GROUP is proud to present this Broadcover HomeProtector Policy. This important contract between YOU and The ERIE consists of this policy with coverage agreements, limitations, exclusions and conditions, a **Declarations**, plus any endorsements. It is written in plain, simple terms so it can be easily understood. **We** urge YOU to read this policy.

This policy contains many XTRA PROTECTION FEATURES developed by The ERIE. Wherever an "X" appears in the margin of this policy, YOU receive XTRA PROTECTION, either as additional coverage or as a coverage not found in most homeowners policies.

The protection given by this policy is in keeping with the single purpose of **our** Founders: "To provide YOU with as near PERFECT PROTECTION, as near PERFECT SERVICE, as is humanly possible, and to do so at the LOWEST POSSIBLE COST."

## AGREEMENT

### ERIE INSURANCE EXCHANGE

In return for **your** timely premium payment, **your** compliance with all of the provisions of this policy, and **your** signing of a **Subscriber's Agreement** with Erie Indemnity Company and other **Subscribers**, **we** agree to provide the coverages **you** have purchased. **Your** coverages and amounts of insurance are shown on the **Declarations**, which are part of this policy.

**Your** signing the **Subscriber's Agreement**, which includes a limited power-of-attorney, permits Erie Indemnity Company, as Attorney-in-Fact, to make reciprocal insurance contracts between **you** and other **Subscribers** and otherwise manage the business of the Erie Insurance Exchange. This power-of-attorney applies only to **your** insurance business at the Exchange and is limited to the purposes described in the **Subscriber's Agreement**.

**Your** responsibility as a **Subscriber** is determined by this policy and the **Subscriber's Agreement**. This policy is not assessable. **You** are not liable for the losses of other **Subscribers**.

This agreement is made in reliance on the information **you** have given **us**, and is subject to all the terms of this policy.

This policy, all endorsements to it, and the **Subscriber's Agreement** constitute the entire agreement between **you** and **us**.

### ERIE INSURANCE PROPERTY & CASUALTY COMPANY

In return for **your** timely premium payment and **your** compliance with all of the provisions of this policy, **we** agree to provide the coverages **you** have purchased. **Your** coverages and amounts of insurance are shown on the **Declarations**, which are part of this policy.

This agreement is made in reliance on the information **you** have given **us**, and is subject to all the terms of this policy.

This policy and all endorsements to it constitute the entire agreement between **you** and **us**.

## DEFINITIONS

Throughout **your** policy and its endorsements the following words have a special meaning when they appear in bold type:

- "aircraft" means any machine or device capable of atmospheric flight except model airplanes.
- "anyone we protect" means **you** and the following residents of **your** household:
  1. relatives and wards;
  2. other persons in the care of **anyone we protect**. Under *Home and Family Liability Protection*, **anyone we protect** also means:
    3. any person or organization legally responsible for animals or watercraft which are owned by **you**, or any person included in 1. or 2., and covered by this policy. Any person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not **anyone we protect**;
    4. any person with respect to any vehicle covered by this policy. Any person using or having custody of this vehicle in the course of any **business** use, or without permission of the owner is not **anyone we protect**.

**ness** use, or without permission of the owner is not **anyone we protect**.

- "bodily injury" means physical harm, sickness or disease, including mental anguish or resulting death, but does not include:
  1. any communicable disease or condition transmitted by **anyone we protect** to any other person through a parasite, virus, bacteria or any other organism.
  2. the exposure to or transmission of any disease, parasite, virus, bacteria or other organism by **anyone we protect** to any other person.
- "business" means any full-time, part-time or occasional activity engaged in as a trade, profession or occupation, including farming.
- "Declarations" means the form which shows **your** coverages, amounts of insurance, premium charges and other information. This form is part of **your** policy. **Declarations** include forms titled Amended Declarations, Renewal Declarations, Revised Declarations, Reinstatement of Coverage, Duplicate Declarations, New Declarations or Continuation Notice.

- "insured location" means:
  1. the **residence premises**;
  2. the part of any other premises, other structures, and grounds acquired by **you** during the policy period which **you** intend to use as a **residence premises**;
  3. any premises used by **anyone we protect** in connection with premises included in 1. or 2.;
  4. any part of a non-owned premises:
    - a. where **anyone we protect** is temporarily residing; or
    - b. occasionally rented to **anyone we protect** for non-business purposes;
  5. vacant land, other than farmland, owned by or rented to **anyone we protect**;
  6. land owned by or rented to **anyone we protect** on which a one or two family residence is being built for occupancy by **anyone we protect**;
  7. cemetery plots or burial vaults of **anyone we protect**.
- "medical expense" means reasonable charges for necessary medical, surgical, x-ray and dental services, including prosthetic devices, eyeglasses, contacts, hearing aids and pharmaceuticals; and also includes ambulance, hospital, licensed nursing and funeral services.
- "occurrence" means an accident, including continuous or repeated exposure to the same general harmful conditions.
- "personal injury" means injury arising out of:
  1. libel, slander or defamation of character;
  2. false arrest, wrongful detention or imprisonment, malicious prosecution, racial or religious discrimination, wrongful entry or eviction, invasion of privacy, or humiliation caused by any of these.
- "property damage" means:
  1. physical injury to or destruction of tangible property, including loss of its use. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
  2. loss of use of tangible property which is not physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the occurrence.
- "residence employee" means an employee of **anyone we protect** who performs duties in connection with the maintenance or use of the **residence premises**, including similar duties elsewhere, not in connection with the **business** of **anyone we protect**.

- "residence premises" means the dwelling where **you** reside, including the structures and grounds, or that part of any other building where **you** reside and which is shown as **residence premises** on the **Declarations**.
- "resident" means a person who physically lives with **you** in **your** household. **Your** unmarried, unemancipated children under age 24 attending school full-time and living away from home will be considered **residents** of **your** household.

## ADDITIONAL ERIE INSURANCE EXCHANGE DEFINITIONS

The following words have special meaning in policies issued by Erie Insurance Exchange when they appear in bold type:

- "Subscriber" means the person(s) who signed the **Subscriber's Agreement**.
- "Subscriber's Agreement" means an agreement, including a limited power-of-attorney, among the **Subscribers** and the Erie Indemnity Company, as Attorney-in-Fact.
- "We", "us" or "our" means the **Subscribers** at Erie Insurance Exchange as represented by their common Attorney-in-Fact, Erie Indemnity Company.
- "You", "your" or "Named Insured" means the **Subscriber** and others named on the **Declarations** under **Named Insured**. Except in the GENERAL POLICY CONDITIONS Section, these words include the spouse of the **Subscriber** if a **resident** of the same household.

## ADDITIONAL ERIE INSURANCE PROPERTY & CASUALTY COMPANY DEFINITIONS

The following words have special meaning in policies issued by Erie Insurance Property & Casualty Company when they appear in bold type:

- "We", "us" or "our" means the Erie Insurance Property & Casualty Company.
- "You", "your" or "Named Insured" means the person(s) named on the **Declarations** under **Named Insured**. Except in the GENERAL POLICY CONDITIONS section, these words include **your** spouse if a **resident** of the same household.

## WHEN AND WHERE THIS POLICY APPLIES

This policy applies to losses that occur during the policy period. The policy period is shown on the **Declarations**. Unless otherwise specified on the **Declarations**, the policy period begins and ends at 12:01 A.M., Standard Time at the stated address of the **Named Insured**.

*Property Protection -- Section I.* This policy applies to property losses as designated in the specific coverage

and at the location(s) insured under this policy. In addition, personal property is covered while located anywhere in the world.

*Home and Family Liability Protection -- Section II.* This policy applies to **bodily injury, property damage and personal injury** losses occurring anywhere in the world.

# PROPERTY PROTECTION -- SECTION I

## DWELLING COVERAGE

### OUR PROMISE

We will pay for loss to:

1. **Your** dwelling at the **residence premises** shown on the **Declarations**. Dwelling includes attached structures, and building equipment and fixtures servicing the premises.
2. Construction material at the **residence premises** for use in connection with **your** dwelling.

This coverage does not apply to land or water, including natural water, above or below the surface of the ground.

## OTHER STRUCTURES COVERAGE

### OUR PROMISE

We will pay for loss to:

1. Other structures at the **residence premises** separated from the dwelling, including garages, fences, shelters, tool sheds or carports.  
Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.
2. Construction material at the **residence premises** for use in connection with **your** other structures.

We do not pay for loss to structures:

1. used in whole or in part for **business** purposes (except rental or holding for rental of structures used for private garage purposes).
2. used to store **business** property. However, if the **business** property is solely owned by **anyone we protect**, we do provide coverage for the structure. The **business** property may not include gaseous or liquid fuel, unless the fuel is in a fuel tank that is permanently installed in a vehicle or craft which is parked or stored in the structure.

This coverage does not apply to land or water, including natural water, above or below the surface of the ground.

## PERSONAL PROPERTY COVERAGE

### OUR PROMISE

We will pay for loss to:

1. Personal property owned or used by **anyone we protect** anywhere in the world.
2. At **your** option, personal property owned by others while the property is on **your residence premises**.
3. At **your** option, personal property of:

a. guests and **residence employees** while the property is in a residence occupied by **anyone we protect**;

b. **residence employees** away from the **residence premises** while actually engaged in the service of **anyone we protect**. X

4. At **your** option, building additions, alterations, fixtures, improvements or installations made, or acquired at **your** expense, by **you** to residences occupied by, but not owned by **you**, for an amount not exceeding 10% of the amount of insurance under this coverage. Payment will not increase the applicable amount of insurance under this policy. X

5. Cemetery property, including monuments, headstones, gravemarkers, and urns.

6. Animals, birds and fish, but only while on the **residence premises**, for the following perils to the extent covered under *Perils We Insure Against: Fire or Lightning, Windstorm or Hail, Explosion, Sonic Boom, Riot or Civil Commotion, Aircraft, Vehicles, Smoke and Vandalism or Malicious Mischief*. X

7. Electronic apparatus and equipment: X

a. while in or upon a motor vehicle or other motorized land conveyance; and

b. if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes cellular phones, fax machines, radios, tape and disc players, and similar equipment or devices for the recording, reproduction, receiving or transmitting of sound or pictures. Electronic apparatus also includes accessories used in conjunction with such apparatus, including antennas, tapes, wires, records, discs or other media.

When there is a loss of tapes, compact discs or similar media by theft from a motor vehicle or other motorized land conveyance, we will pay up to \$150 for the tapes, compact discs or similar media.

We do not pay for loss to:

1. Land motor vehicles and parts.

a. We do cover vehicles not subject to motor vehicle registration which are:

1) Designed to assist the handicapped, or

2) Used solely to service the **residence premises**.

2. **Aircraft** and parts.

3. Electronic apparatus and equipment which is solely powered from the electrical system of motor vehicles or any other motorized land conveyances.

4. Property rented or held for rental to others away from the **residence premises**.

5. Property of roomers, boarders or tenants not related to **anyone we protect**.

6. Any of the following:

a. Books of account, drawings, or other paper records containing **business** data; or

b. Electronic data processing tapes, wires, records, discs, or other software media containing **business** data. This includes **business** data stored in computers and related equipment.

However, we do cover the cost of unexposed or blank records or media.

- 7. Radar detectors.
- 8. Property specifically insured by this or any other insurance.
- 9. Except as provided under *Special Limits -- Personal Property*, property pertaining to a **business** conducted away from the **residence premises** unless at the time of loss such property is on the **residence premises**. However, we do not cover such property on the **residence premises** while it is stored, held as samples, or held for sale or delivery after sale.
- 10. Land or water, including natural water, above or below the surface of the ground.

**SPECIAL LIMITS -- PERSONAL PROPERTY**

Limitations apply to the following personal property. These limits do not increase the amount of insurance under *Personal Property Coverage*:

Total Amount of Insurance In Any One Loss	Description of Personal Property Subject to Limitations
\$250	•Animals, birds and fish
X \$250	•Money, travelers checks, stored value cards, bank notes, bullion, numismatic property, gold other than goldware or gold-plated ware, silver other than silverware or silver-plated ware, and platinum other than platinumware
\$1000	•Theft of trading cards, including sports cards
X \$2000	•Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, stamps and philatelic property
X \$2000	•Trailers and campers not otherwise insured, whether licensed or not
X \$2000	•Watercraft, including their trailers, equipment and outboard motors
X \$2000	•Manuscripts
\$2500	•Property pertaining to a <b>business</b> actually conducted on the <b>residence premises</b> , including property in storage, held as samples, or held for sale or delivery after sale
\$500	• <b>Business</b> property away from the <b>residence premises</b> , regardless of whether the <b>business</b> is conducted on or away from the <b>residence premises</b>
X \$3000	•Theft of guns and related equipment
X \$3000	•Theft of jewelry, watches, furs, precious and semi-precious stones
X \$3000	•Theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware

10% of Personal Property Coverage- (but not less than \$2000)

•Personal property usually situated at any residence owned or occupied by **anyone we protect** other than a **residence premises**. Personal property in a newly-acquired principal residence is not subject to this limitation for the 30 days immediately after **you** begin to move property there.

X

**LOSS OF USE COVERAGE**

**OUR PROMISE**

If an insured property loss makes **your residence premises** uninhabitable, we will pay all reasonable additional living expenses while **you** and members of **your** household reside elsewhere.

Payment shall be for the shortest time required to repair or replace the premises or, if **you** choose, for **you** to permanently relocate.

These payments will not exceed a 12 month period.

We will also pay for **your** loss of normal rents resulting from the loss, less charges and expenses which do not continue while the rented part of the **residence premises** is uninhabitable. We will pay this loss of normal rents only until the rented part is habitable.

If a loss from a peril covered under *Perils We Insure Against* occurs at a neighboring premises, we will pay additional living expenses and loss of normal rents for up to two weeks should civil authorities prohibit **you** from occupying **your** premises.

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

No deductible applies to this coverage.

We will not pay for loss or expense due to the cancellation of any lease or agreement.

This coverage also applies to a loss at a covered secondary location.

**PERILS WE INSURE AGAINST**

We pay for direct physical loss to property insured under the *Dwelling, Other Structures* and *Personal Property Coverages* caused by any of the following perils, unless the loss is excluded elsewhere under this policy:

1. **Fire or Lightning.**
2. **Windstorm or Hail**, but not including loss:
  - a. caused by frost, cold weather, ice, snow, sleet, sand or dust;
  - b. to the interior of any building, or property within, unless the building is first damaged by the direct force of wind or hail; or
  - c. to watercraft (except rowboats and canoes at an **insured location**) and their trailers, furnishings, equipment and motors unless inside a fully enclosed building.
3. **Explosion.**

- X 4. **Sonic Boom.**
- 5. **Riot or Civil Commotion.**
- 6. **Aircraft**, including missiles and spacecraft.
- 7. **Vehicles.**
- 8. **Smoke**, if the loss is sudden and accidental.

This does not include loss caused by smoke from agricultural smudging or industrial operations.

- X 9. **Vandalism or Malicious Mischief.**
- X 10. **Breakage of Glass** which is part of the building, including storm doors, storm windows, shower doors and built-in mirrors. Losses shall be settled on a replacement basis with safety glazing materials when required by law.
- 11. **Theft**, including attempted theft and loss of property from a known location when it is likely that the property has been stolen. **We** also cover direct loss of covered personal property by theft while it is unattended in or on a motor vehicle, trailer, or watercraft.

This does not include:

- a. theft committed by **anyone we protect**;
- b. theft of property from within a dwelling under construction unless that property has become a part of the building, or of materials and supplies for use in the construction until the dwelling is completed and occupied;
- X c. theft of property while at another dwelling or adjacent structures owned by, rented to, or occupied by **anyone we protect** unless **anyone we protect** is temporarily residing there.

X Property of a student **we** protect is covered while at a residence away from home. This coverage is not subject to the 10% of *Personal Property Coverage* limit under *Special Limits - Personal Property*.

Theft losses must be promptly reported to **us** and to the police.

- 12. **Falling Objects**, but not including:
  - a. loss to the interior of any building, or property within, unless the falling object first damages the building exterior; or
  - b. damage to the falling object.
- 13. **Weight of Ice, Snow or Sleet**, but not including loss:
  - a. to personal property outside the building; or
  - X b. to cloth awnings, fences, patios, pavements, swimming pools, decks, foundations, retaining walls, bulkheads, piers, wharves or docks.

- 14. **Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning system, or fire protective system, or an appliance for heating water.**

This does not cover loss caused by or resulting from freezing.

- 15. **Freezing by temperature reduction of a plumbing, heating, air conditioning, or fire protective system, or of a household appliance.**

This does not include loss on the **residence premises** while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:

- a. maintain heat in the building, or
- b. shut off the water supply and drain the system or appliances of water.

- 16. **Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or fire protective system, household appliance, waterbed or aquarium.** X

Coverage includes the cost of tearing out and replacing any part of the building on the **residence premises** necessary to repair the damage.

This does not include loss:

- a. to a building caused by constant or repeated seepage or leakage over a period of weeks, months or years;
- b. to the defective system or appliance (other than a waterbed or aquarium);
- c. caused by or resulting from freezing;
- d. on the **residence premises** caused by accidental discharge or overflow which occurs off the **residence premises**;
- e. caused by overflow from gutters or drain spouts.

For this peril, a plumbing system does not include a sump, sump pump or related equipment.

- 17. **Damage due to a sudden and accidental surge of electrical current.** X
- 18. **Volcanic Eruption.**

This does not include loss caused by earthquake, land shock waves or tremors.

Volcanic eruptions occurring within a 72 hour period will be considered one volcanic eruption.

## WHAT WE DO NOT COVER -- EXCLUSIONS

**We** do not pay for loss resulting directly or indirectly from any of the following, even if other events or happenings contributed concurrently, or in sequence, to the loss:

1. by earth movement, due to natural or manmade events, meaning earthquake including land shock waves, or tremors before, during, or after a *Volcanic Eruption*, mine subsidence, sinkhole, landslide, mudslide, mud flow, earth sinking, rising, or shifting. Direct loss by *Fire, Explosion, Sonic Boom, Theft* or *Breakage of Glass* resulting from earth movement, mine subsidence, sinkhole, landslide, mudslide, mud flow, earth sinking, rising or shifting is covered.
2. by water damage, meaning:
  - a. flood, surface water, waves, tides, tidal water or overflow of a body of water. **We** do not cover spray from any of these, whether or not driven by wind;
  - b. water or sewage which backs up through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
  - c. water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a building or other structure, including sidewalks, driveways, foundations, pavements, patios, swimming pools or decks.

**We** do pay for direct loss that follows, caused by *Fire, Explosion, Sonic Boom* or *Theft*.

3. by power interruption if the interruption takes place away from the **residence premises**. If a loss from a peril covered under *Perils We Insure Against*

happens on the **residence premises** as a result of a power interruption, **we** will cover only loss caused by that peril.

4. by war, whether declared or undeclared, discharge of a nuclear weapon (even if accidental), hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, including action taken by governmental authority in defending against such an **occurrence**.
5. by nuclear action or radiation or radioactive contamination, however caused. Nuclear action includes nuclear reaction, discharge, radiation or radioactive contamination, whether manmade or occurring naturally.  
  
Loss caused by nuclear action is not considered loss by *Fire, Explosion, Sonic Boom* or *Smoke*.  
  
If loss by *Fire* results, **we** will pay for that resulting loss.
6. by radon gas contamination.
7. by the enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. **We** do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a peril covered under *Perils We Insure Against*.
8. by neglect of **anyone we protect** to use all reasonable means to protect covered property at and after the time of loss or when property is threatened by a peril covered under *Perils We Insure Against*.
9. by intentional loss, meaning any loss arising from an act committed by or at the direction of **anyone we protect** with the intent to cause a loss.
10. by the destruction, confiscation or seizure of property by order of any governmental or civil authority. **We** do cover loss caused by actions of governmental or civil authorities to prevent the spread of a fire cause by a peril covered under *Perils We Insure Against*.
11. by the inability to correctly process, recognize, distinguish, interpret or accept any date or time for loss or damage to electronic data processing equipment, computer networks, computer hardware (including microprocessors either as part of a computer system or operating outside of a system), computer programs, software, media or data.

**We** will not pay for:

- a. any repair, restoration, replacement or modification to correct any deficiencies or change any features or functions; or
- b. loss or damage, regardless of when the electronic data processing equipment, computer hardware, computer programs, software, media or data were purchased, obtained or installed.

## WHAT WE ALSO PAY

### (1) AUTOMATIC GARAGE DOOR OPENER

- X** **We** will pay up to \$500 for loss to personal property, including the garage door, at the **residence premises** resulting from the use or malfunction of an automatic garage door opener.

### (2) COLLAPSE

**We** will pay for direct physical loss to insured property involving collapse of a building or any part of a building. Collapse means the sudden caving in or falling down of a building or part of a building. Collapse of a building, or part of a building must result in the inability of that property to be used for its current intended purpose.

Collapse does not include:

1. a building or part of a building that is in danger of collapsing;
2. a building or part of a building that is standing even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, expansion; or
3. part of a building still standing but is no longer attached to another part of the building.

Loss to insured property involving collapse of a building or any part of a building must be caused only by one or more of the following:

1. *Fire or Lightning, Windstorm or Hail, Explosion, Sonic Boom, Riot or Civil Commotion, Aircraft, Vehicles, Vandalism or Malicious Mischief, Breakage of Glass, Falling Objects, or Weight of Ice, Snow or Sleet*;
2. hidden decay, or hidden insect or vermin damage not known to **anyone we protect** prior to the collapse;
3. weight of people, animals, contents or equipment;
4. weight of rain which collects on a roof;
5. use of defective materials or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**We** will not be liable for loss under 2., 3., 4. or 5. above to the following property unless the loss is a direct result of the collapse of a building or part of a building:

Cloth awnings, fences, pavements, patios, swimming pools, decks, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves or docks. **X**

Payment will not increase the amount of insurance applying to the loss.

### (3) CREDIT CARD, CHARGE PLATE, CHECK FORGERY AND COUNTERFEIT MONEY PROTECTION

**We** will pay up to \$2500 for the legal obligation of **anyone we protect** to pay because of *Theft*, forgery or unauthorized use of any credit or fund transfer card, charge plate, check or negotiable instrument issued to or registered in the name of **anyone we protect**. **We** will also pay for loss each time **anyone we protect** unknowingly accepts counterfeit money. **X**

No deductible applies to this coverage. **We** require evidence of loss.

**We** will not pay for:

1. loss arising from any **business**;
2. loss arising from **anyone we protect**.

When loss is discovered, **anyone we protect** must give **us** immediate notice. If the loss involves a credit or fund transfer card or charge plate, **anyone we protect** must

also give immediate notice to the issuer of the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

X If a loss occurring during the policy period is discovered within a year after the policy has been cancelled, **we** will pay for the loss. If a prior loss is discovered during the policy period and no other insurance applies, **we** will pay for the loss. **We** have the right to investigate and settle any claim or suit before making payment. Full payment of the amount of insurance ends **our** obligation under each claim or suit.

Repeated losses caused by or involving one person are to be considered one loss.

If a claim is made or suit is brought against **anyone we protect** for liability under the *Credit Card or Charge Plate Protection*, **we** will provide a defense. The defense will be at **our** expense, with a lawyer **we** choose.

**We** have the option under the *Check Forgery Protection* to defend at **our** expense **anyone we protect** or their bank against a suit for the enforcement of payment.

#### (4) DEBRIS REMOVAL AFTER LOSS

**We** will pay the expense for removal of:

1. debris of covered property following loss under *Perils We Insure Against*;
2. ash, dust or particles from *Volcanic Eruption* that has caused direct loss to a building or property within a building; or
3. fallen trees which cause damage to covered property, provided coverage is not afforded elsewhere by this policy.

If the amount of insurance applying to the loss is exhausted, **we** will pay up to an additional 5% of the amount of insurance applying to the damaged property for removal of debris.

**We** will also pay up to \$1000 per **occurrence** with a limit of \$500 per tree for the removal of fallen trees on the **residence premises** if loss is caused by *Windstorm, Hail or Weight of Ice, Snow or Sleet* even when covered property is not damaged.

#### (5) EMERGENCY REMOVAL OF PROPERTY

**We** will pay for property damaged in any way while removed from **your residence premises** because of danger from an insured peril. Coverage is limited to a 30-day period from date of removal. Payment will not increase the amount of insurance applying to the loss.

#### (6) FIRE DEPARTMENT SERVICE CHARGES

X **We** will pay all reasonable fire department service charges to save or protect insured property. Payment is in addition to the amount of insurance applying to the loss.

No deductible applies to this coverage.

#### (7) FIRE EXTINGUISHER RECHARGE

**We** will pay expenses incurred to recharge portable fire extinguishers after they are used to fight a fire. X

No deductible applies to this coverage.

#### (8) LOCK REPLACEMENT AFTER LOSS

At **your** request, **we** will pay up to \$250 to replace keys and locks to the exterior doors of the **residence premises**, as well as keys and locks to **your** other property (autos, boats, etc.), if the keys are stolen during a *Theft* loss. This coverage does not apply to keys and locks pertaining to **business** property. X

**We** will pay for replacement of automatic garage door transmitters when a transmitter has been stolen. Coverage is also provided for the cost to reprogram the frequency on additional transmitters and/or the control unit box. X

No deductible applies to this coverage.

#### (9) LOSS ASSESSMENT

*(Applicable to Section I and Section II - Personal Liability Coverage Only)*

**We** will reimburse **you** for an assessment charged against **you** as owner or tenant of the **residence premises** by an association or corporation of property owners, minus any other valid and collectible insurance available to the association or corporation covering the same assessment. Under *Property Protection - Section I*, the assessment must result from a direct loss to property, owned by all the property owners collectively, caused by any of the *Perils We Insure Against*. Under *Section II - Personal Liability Coverage Only*, the assessment must result from an **occurrence** covered under this policy.

Unless otherwise shown on the **Declarations**, **our** amount of insurance for this protection is \$5000 per assessment. X

If **you** are assessed for a covered water loss, **we** will pay **your** share of the cost of tearing out and replacing any part of an **insured location** necessary to repair the system or appliance.

The policy deductible applies to each dwelling under *Property Protection - Section I* only.

**We** will not pay if the loss is caused by earthquake or land shock waves or tremors which occur before, during or after a *Volcanic Eruption*.

**We** also will not pay for any loss assessments charged by a governmental body.

#### (10) MECHANICAL SERVANT AND ROBOT PROTECTION

**We** will pay up to \$500 for loss to personal property at the **residence premises** caused by malfunction of a mechanical servant or robot. X

## (11) NON-OWNED RESIDENCES

- X We will pay up to \$1000 for loss by *Theft* and *Vandalism* or *Malicious Mischief* to residences occupied by, but not owned by **anyone we protect**.

## (12) ORDINANCE OR LAW COVERAGE

If a loss by a *Peril We Insure Against* occurs to covered property, or the building containing the covered property, **we** will pay for the increased costs incurred due to the enforcement of any ordinance or law that is in force at the time of the loss up to 10% of the amount of insurance under *Dwelling Coverage* or \$5000, whichever is greater.

**You** may use this coverage for:

1. the construction, demolition, renovation or repair of the portion of the building damaged by a *Peril We Insure Against*; or
2. the demolition and reconstruction of the undamaged portion of the building if the entire building must be demolished because of damage by a *Peril We Insure Against*; or
3. the removal or replacement of the undamaged portion of the building because of the repair or replacement of the portion of the building damaged by a *Peril We Insure Against*; or
4. the removal of debris resulting from the construction, demolition, renovation, repair or replacement of 1., 2. or 3.

Ordinance or Law Coverage does not include coverage for:

1. loss in value to any covered building due to the requirements of any ordinance or law; or
2. the cost to comply with any ordinance or law requiring the testing, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, responding to or assessing the effects of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant in or on any covered building.

## (13) REFRIGERATED PRODUCTS

- X We will pay for loss to the contents of refrigerator or freezer units on the **residence premises** from either power or mechanical failure.

Coverage will be void if the contents are on the **residence premises** for **business** purposes.

## (14) TEMPERATURE CHANGE

We will pay for loss to insured personal property resulting from change of temperature. There must first be damage done by a peril covered under *Perils We Insure Against* occurring at the **residence premises**. Payment will not increase the amount of insurance applying to the loss. X

## (15) TEMPORARY REPAIRS AFTER LOSS

We will pay for reasonable and necessary expenses for temporary repairs to protect covered property from further damage after loss by a peril covered under *Perils We Insure Against*. Payment will not increase the amount of insurance applying to the loss.

## (16) TREES, SHRUBS, PLANTS AND LAWNS

We will pay up to an additional 5% of the amount of insurance under *Dwelling Coverage* for loss to trees, shrubs, plants and lawns at the **residence premises**.

Coverage applies only to loss caused by the following perils covered under *Perils We Insure Against: Fire or Lightning, Explosion, Sonic Boom, Riot or Civil Commotion, Aircraft, Vehicles, Smoke, Vandalism or Malicious Mischief* and *Theft*. X

We will not pay for:

1. more than \$500 on any one tree, shrub or plant;
2. damage to lawns by vehicles owned or operated by a **resident** of the **residence premises**;
3. trees, shrubs, plants or lawns grown for **business** purposes.

## DEDUCTIBLE

We will pay for loss minus the deductible shown on the **Declarations**. Unless otherwise provided in an endorsement, in the event of total loss to the *Dwelling* from a covered peril, the deductible will not apply. X

The deductible does not apply to:

1. *Loss of Use Coverage*
2. *Credit Card, Charge Plate, Check Forgery and Counterfeit Money Protection*
3. *Fire Department Service Charges*
4. *Fire Extinguisher Recharge*
5. *Lock Replacement After Loss*

# RIGHTS AND DUTIES -- CONDITIONS -- SECTION I

## (1) ABANDONMENT OF PROPERTY

We are not required to accept abandoned property.

## (2) APPRAISAL

If **you** and **we** fail to agree on the amount of loss, on the written demand of either, each party will choose a competent 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 after both appraisers have been identified, **you** or **we** can ask a judge of a court of record in the state where **your residence premises** is located to select an umpire.

The appraisers shall then set the amount of loss. If the appraisers submit a written report of an agreement 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 by 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 expenses of the appraisal. However, if the written demand for appraisal is made by **us**, **we** will pay for the reasonable cost of **your** appraiser and **your** share of the cost of the umpire.

**We** will not be held to have waived any rights by any act relating to the appraisal.

### (3) AUTOMATIC ADJUSTMENT OF COVERAGE AMOUNTS

**X** This policy provides **you** with a guard against the effects of inflation in construction costs.

**We** will keep track of costs and at the next policy period **we** will adjust the amount of **your** building coverage if necessary. Adjustments in other coverages (*Other Structures Coverage* and *Personal Property Coverage*) will also be made proportionately. **Your** premium will be adjusted at each policy period to reflect any change in the amount of insurance.

During the policy period, if there is an increase in construction costs and a loss occurs, **we** will reflect the increase in the amount of insurance before making payment. There will be no charge for this additional coverage.

However, if for any reason other than inflation or construction costs, the amount of insurance on **your** home becomes inadequate, or if **you** made substantial improvements to **your** home and failed to notify **us** to increase the amount of **your** insurance, the amount of insurance shown on the **Declarations** will be the full amount available should a loss occur.

### (4) ERIE OPTION

If **we** give **you** written notice within 30 days after **we** receive **your** signed, sworn statement of loss, **we** may repair or replace any part of the property damaged with equivalent property.

### (5) INCREASE OF HAZARD

Unless **we** agree beforehand, coverage is suspended if the hazard is substantially increased by any means within the control or knowledge of **anyone we protect**.

### (6) LOSS PAYMENT

**We** will settle any claim for loss with **you**. **We** will pay **you** unless some other person is named in the policy or is legally entitled to receive payment. **We** will pay within 30 days after **we** receive **your** proof of loss and the amount of loss is finally determined by one of the following:

1. **we** have reached an agreement with **you**; or
2. there is an entry of final judgment; or
3. there is a filing of an appraisal award on **your** behalf.

### (7) LOSS SETTLEMENT

The increased cost incurred to comply with the enforcement of any ordinance or law is not included under this condition, except for coverage that is provided under *What We Also Pay, Ordinance or Law Coverage*.

The following types of losses will be settled on an actual cash value basis. This means **we** will deduct for depreciation.

Losses to:

- property insured under *Personal Property Coverage*
- structures that are not buildings or carports
- carpeting
- household appliances
- cloth awnings **X**
- outdoor antennas and outdoor equipment, whether or not attached to buildings
- insured buildings and structures which do not meet the requirements for a replacement cost settlement described below.

The actual cash value will be determined at the time of the loss. Payment will not exceed the amount necessary to repair or replace the damaged property.

### Dwelling and Other Structures Coverage

Loss under *Dwelling Coverage* or *Other Structures Coverage* will be settled by one of the following methods:

1. REPLACEMENT COST SETTLEMENT (meaning **we** will not deduct for depreciation):
  - a. provided the **Declarations** shows the *Automatic No-Depreciation Settlement* applies; or
  - b. if at the time of the loss, the amount of insurance applying to the insured building is 80% or more of the full replacement cost of the building immediately prior to the loss; or
  - c. if the cost to repair or replace the damage to an insured building is both: **X**
    - 1) less than \$2500; and
    - 2) less than 5% of the amount of insurance on the building.

In making a replacement cost settlement, **we** will pay **you** the cost of repair or replacement, without deduction for depreciation. Payment will not exceed the smallest of the following amounts:

- a. the amount of insurance applying to the building; or

- b. the replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
- c. the actual amount spent to repair or replace the damaged building.

In determining 80% of the full replacement cost of the building, the value of the following will not be considered:

- a. excavations,
- b. foundations below the basement floor,
- c. piers and other supports below the basement floor,
- d. if there is no basement, the value of all items below the surface of the ground inside the foundation walls.

## 2. LESS THAN FULL REPLACEMENT COST SETTLEMENT

If full replacement cost settlement does not apply, **we** will pay the larger of the following amounts, but not exceeding the amount of insurance under this policy applying to the building:

- a. the actual cash value of that part of the building damaged; or
- b. that proportion of the full cost to repair or replace the damage which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

**We** will pay no more than the actual cash value of the damage until the actual repair or replacement is completed. However, when the loss is both less than \$2500 and less than 5% of the amount of insurance on the building, **we** will pay the full replacement cost before actual repair or replacement is completed.

**You** may disregard the replacement cost provision and make claim for loss or damage to buildings on an actual cash value basis.

**You** have the right to make claim, within 180 days after the loss, for any additional amounts **we** will be required to pay under this *Loss Settlement* provision.

## (8) LOSS TO A PAIR OR SET

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

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

## (9) MORTGAGE CLAUSE

Loss under *Dwelling Coverage* or *Other Structures Coverage* shall be payable to mortgagees named on the **Declarations**, to the extent of their interest and in the order of precedence.

### Our Duties

**We** will:

- 1. protect the mortgagee's interests in an insured building. This protection will not be invalidated by

any act or neglect of **anyone we protect**, any breach of warranty, increase in hazard, change of ownership, or foreclosure if the mortgagee has no knowledge of these conditions;

- 2. give mortgagee 30 days prior notice if **we** cancel or refuse to continue this policy.
- 3. give mortgagee notice if **you** cancel this policy.

X

## Mortgagee's Duties

The mortgagee will:

- 1. furnish proof of loss within 60 days after receiving notice from **us** if **you** fail to do so;
- 2. pay upon demand any premium due if **you** fail to do so;
- 3. notify **us** of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- 4. give **us** the right of recovery against any party liable for loss. This shall not impair the mortgagee's right to recover the full amount of the mortgage debt;
- 5. after a loss, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage and all securities held as collateral to the mortgage debt.
- 6. at **our** request, submit to examinations under oath.

Policy conditions relating to *Appraisal*, *Loss Payment* and *Suit Against Us* apply to the mortgagee.

This condition shall also apply to any trustee named on the **Declarations**.

## (10) NO BENEFIT TO BAILEE

No bailee shall benefit, directly or indirectly, from this insurance.

## (11) OTHER INSURANCE

If both this insurance and other insurance apply to a loss, **we** will pay **our** share. **Our** share will be the proportionate amount this insurance bears to the total amount of all applicable insurance, except insurance in the name of an association or corporation of property owners.

If there is other insurance in the name of an association or corporation of property owners covering the same property covered by this policy, the other insurance applies first.

## (12) PERMISSION GRANTED TO YOU

Coverage applies even when **your** described dwelling is vacant or unoccupied, except where limited under *Perils We Insure Against*.

**You** may make alterations, additions and repairs to **your** building, and complete structures under construction.

**You** may waive **your** rights to recovery against another involving the insured property. This must be done in writing prior to a loss.

## (13) RECOVERED PROPERTY

If **we** have made payment on property which has later been recovered by **you** or **us**, **you** or **we** will notify the other of the recovery. **You** have a right to the recovered property. If **you** elect to have the property, **you** will repay **us** the amount of **our** payment to **you**.

## (14) SUIT AGAINST US

**We** may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year (Maryland - three years) after the loss or damage occurs.

## (15) WHAT TO DO WHEN A LOSS HAPPENS

In case of a loss, **anyone we protect** must:

1. give **us** or **our** Agent immediate notice of the loss. If the loss is due to criminal activity or theft, **you** must also notify the police;
2. do whatever possible to recover and protect the property from further damage. If it is necessary to protect the property, **you** must make reasonable repairs, and keep a record of all repair costs;
3. furnish a complete inventory of damaged property including quantity, actual cash value and amount of loss claimed;
4. produce for examination, with permission to copy, all books of accounts, bills, invoices, receipts, other

vouchers and other financial information as **we** may reasonably require;

5. show **us** or **our** representative the damaged property, as often as may be reasonably required;
6. at **our** request, separately submit to examinations and statements under oath and sign a transcript of the same;
7. cooperate with **us** in **our** investigation of a loss and any suits;
8. send **us**, within 60 days after **our** request, **your** signed and sworn proof of loss statement which includes an explanation of the following:
  - a. time and cause of loss;
  - b. **your** interest in the property and the interest of all others involved;
  - c. any encumbrances on the property;
  - d. other policies which may cover the loss;
  - e. any changes in title, use, occupancy or possession of the property which occurred during the policy term;
  - f. when required by **us**, any plans, specifications and estimates for the repair of the damaged building;
  - g. the inventory of damaged property as prepared in 3. of this condition;
  - h. receipts for any additional living costs as a result of the loss, and records of pertinent rental loss;
  - i. in case of claim under *Credit Card, Charge Plate, Check Forgery and Counterfeit Money Protection*, an affidavit stating amount, time and cause of loss.

## HOME AND FAMILY LIABILITY PROTECTION -- SECTION II

Personal Liability Coverage includes Bodily Injury Liability Coverage, Property Damage Liability Coverage and Personal Injury Liability Coverage.

### BODILY INJURY LIABILITY COVERAGE

### PROPERTY DAMAGE LIABILITY COVERAGE

#### OUR PROMISE

**We** will pay all sums up to the amount shown on the **Declarations** which **anyone we protect** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** during the policy period. **We** will pay for only **bodily injury** or **property damage** covered by this policy.

**We** may investigate or settle any claim or suit for damages against **anyone we protect**, at **our** expense. If **anyone we protect** is sued for damages because of **bodily injury** or **property damage** covered by this policy, **we** will provide a defense with a lawyer **we** choose, even if the allegations are not true. **We** are not obligated to pay any claim or judgment or defend any suit if **we** have already used up the amount of insurance by paying a judgment or settlement.

### PERSONAL INJURY LIABILITY COVERAGE

#### OUR PROMISE

**We** will pay all sums up to the amount shown on the **Declarations** which **anyone we protect** becomes legally obligated to pay as damages because of **personal injury** caused by an offense committed during the policy period. **We** will pay for only **personal injury** covered by this policy.

**We** may investigate or settle any claim or suit for damages against **anyone we protect**, at **our** expense. If **anyone we protect** is sued for damages because of **personal injury** covered by this policy, **we** will provide a defense with a lawyer **we** choose, even if the allegations are not true. **We** are not obligated to pay any claim or judgment or defend any suit if **we** have already used up the amount of insurance by paying a judgment or settlement.

## MEDICAL PAYMENTS TO OTHERS COVERAGE

### OUR PROMISE

We will pay the necessary **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury** or **personal injury**. This three-year limitation does not apply to funeral expenses.

This coverage does not apply to **you** or regular **residents** of **your** household, other than **residence employees**.

To others, we will pay only in the following situations:

1. To a person on an **insured location** with the permission of **anyone we protect**; or
2. To a person off an **insured location** if the **bodily injury** or **personal injury**:
  - a. arises out of a condition on an **insured location** or adjoining ways;
  - b. is caused by the activities of **anyone we protect**;
  - c. is caused by a **residence employee** in the course of employment by **anyone we protect**;
  - d. is caused by an animal **anyone we protect** owns or is caring for.

Payment under this coverage is not an admission of liability by **us** or **anyone we protect**.

## WHAT WE DO NOT COVER -- EXCLUSIONS

### Bodily Injury Liability Coverage

### Property Damage Liability Coverage

### Personal Injury Liability Coverage

### Medical Payments To Others Coverage

We do not cover under *Bodily Injury Liability Coverage*, *Property Damage Liability Coverage*, *Personal Injury Liability Coverage* and *Medical Payments To Others Coverage*:

1. **Bodily injury, property damage** or **personal injury** expected or intended by **anyone we protect** even if:
  - a. the degree, kind or quality of the injury or damage is different than what was expected or intended; or
  - b. a different person, entity, real or personal property sustained the injury or damage than was expected or intended.

We do cover reasonable acts committed to protect persons and property.

2. **Bodily injury, property damage** or **personal injury** arising out of **business** pursuits of **anyone we protect**.

We do cover:

- X a. activities normally considered non-**business**;
- X b. **business** pursuits of salespersons, collectors, messengers and clerical office workers employed by others. We do not cover installation, demonstration and servicing operations;
- X c. **business** pursuits of educators while employed by others as educators, including corporal punishment of pupils;

- d. occasional **business** activities of **anyone we protect**. These include, but are not limited to, baby-sitting, caddying, lawn care, newspaper delivery and other similar activities. X

We do not cover regular **business** activities or **business** activities for which a person is required to be licensed by the state.

- e. the ownership of newly-acquired one or two family dwellings, but only for a period of 30 consecutive days after acquisition unless described on the **Declarations**. X
3. **Bodily injury, property damage** or **personal injury** arising out of the rental or holding for rental of the **residence premises** by **anyone we protect**.

We do cover if the **residence premises** is:

- a. occasionally rented or held for rental to others as a residence;
- b. rented or held for rental in part as a residence, unless for the accommodation of more than three roomers or boarders;
- c. rented or held for rental in part as an office, school, studio or private garage.

4. **Bodily injury, property damage** or **personal injury** arising out of the rendering or failing to render professional services. Professional services include, but are not limited to:

- a. any architectural, engineering or industrial design services;
- b. any medical, surgical, dental or other services contributing to the health of persons or animals;
- c. any beauty or barber services;
- d. any legal, accounting or insurance services;
- e. the servicing, installation, or maintenance of computer hardware or software;
- f. the selling, designing, licensing, consultation, franchising, furnishing or creation of computer hardware or software, including electronic data processing programs, designs, specifications, manuals or instructions.

5. **Bodily injury, property damage** or **personal injury** arising out of any premises owned by or rented to **anyone we protect** which is not an **insured location**. This exclusion does not apply to **bodily injury** or **personal injury** to a **residence employee** arising out of and in the course of employment by **anyone we protect**.

6. **Bodily injury, property damage** or **personal injury** arising out of the ownership, maintenance or use of:
  - a. **aircraft**;
  - b. any land motor vehicle owned or operated by or rented or loaned to **anyone we protect**.

We do cover motor vehicles if:

- 1) they are used solely at an **insured location** and not subject to motor vehicle registration;
- 2) they are kept in dead storage at an **insured location**;
- 3) they are a recreational land motor vehicle not designed for use on public roads while at an **insured location**;
- 4) they are a golf cart, wherever used or located; X
- 5) they are a lawn or farm type vehicle or snowblower, wherever used or located, if not subject to motor vehicle registration. X
- 6) they are designed to assist the handicapped.

- c. watercraft:

- X 1) owned by or frequently rented to **anyone we protect** if it has inboard or inboard-outdrive motor power of more than 75 horsepower;
- X 2) owned by or frequently rented to **anyone we protect** if it is a sailing vessel 26 feet or more in length; or
- X 3) powered by one or more outboard motors with more than 75 total horsepower owned by **anyone we protect** at the beginning of the policy period.

X However, if **anyone we protect** acquires watercraft, regardless of horsepower, coverage applies during the policy period. If the watercraft is acquired within 60 days of the end of the policy period, **we** will provide coverage for a maximum of 60 days. **We** have the right to charge **you** an additional premium.

*Exclusion 6.c.* does not apply while the watercraft is stored on shore.

*Exclusion 6.* does not apply to **bodily injury** or **personal injury** to any **residence employee** arising out of and in the course of employment by **anyone we protect**.

**We** do not cover liability arising out of the negligent entrustment of an **aircraft**, motor vehicle or watercraft excluded in 6.

**We** also do not cover statutorily imposed vicarious parental liability for the actions of a child or minor using an **aircraft**, motor vehicle or watercraft excluded in 6.

- 7. **Bodily injury, property damage or personal injury** arising out of war (declared or undeclared), civil war, insurrection, rebellion or revolution.

Discharge of a nuclear weapon is considered a warlike act, even if accidental.

- 8. **Bodily injury or personal injury** which arises out of results from a communicable disease or condition transmitted by **anyone we protect** to any other person through a parasite, virus, bacteria or any other organism.
- 9. Except as provided in paragraph 2.c. under "*What We Do Not Cover -- Bodily Injury Liability Coverage, Property Damage Liability Coverage, Personal Injury Liability Coverage and Medical Payments To Others Coverage,*" **bodily injury, property damage or personal injury** which arises out of the sexual molestation, corporal punishment or physical or mental abuse by **anyone we protect**.
- 10. **Bodily injury, property damage or personal injury** which arises out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- 11. **Bodily injury, property damage or personal injury** which arises out of the discharge, disposal, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 12. Punitive or exemplary damages and related defense costs.

**We** do not cover under *Bodily Injury Liability Coverage, Property Damage Liability Coverage or Personal Injury Liability Coverage*:

- 1. Liability assumed under any oral contract or agreement, or by contract or agreement in connection with any **business** of **anyone we protect**.
- 2. Liability for **your** share of any loss assessment charged against all members of an association or corporation of property owners. This exclusion does not apply to *What We Also Pay, (9) Loss Assessment, Section I* of this policy.
- 3. **Property damage** to property owned by **anyone we protect**.
- 4. **Property damage** to property rented to, occupied or used by, or in the care of **anyone we protect**. This exclusion does not apply to **property damage** caused by *Fire, Explosion, Sonic Boom or Smoke*, or by accidental discharge of water from a waterbed or aquarium.
- 5. **Bodily injury or personal injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by **anyone we protect** under any workers compensation, non-occupational disability law or occupational disease law.
- 6. **Bodily injury, property damage or personal injury** for which **anyone we protect** is covered under any nuclear energy liability policy, or would be covered if its amounts of insurance had not been exhausted.
- 7. **Bodily injury or personal injury** arising out of **business** pursuits of **anyone we protect**, other than **business** pursuits covered by the policy.
- 8. **Bodily injury or personal injury** to employees of **anyone we protect** arising out of employment.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by **anyone we protect**.

- 9. **Personal injury** arising out of willful violation of a law or ordinance by **anyone we protect**.
- 10. **Personal injury** arising out of civic or public activities performed for pay by **anyone we protect**.
- 11. Suits for libel, slander or defamation of character made against **anyone we protect** if the publication or statement:
  - a. took place before the effective date of this insurance, or
  - b. was knowingly untrue.
- 12. **Bodily injury or personal injury** to **you** and if **residents** of **your** household, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your resident** relatives.

Under *Medical Payments To Others Coverage* **we** do not cover **bodily injury** or **personal injury**:

- 1. to a **residence employee** if it occurs off an **insured location** and does not arise out of or in the course of employment by **anyone we protect**.
- 2. to any person eligible to receive any benefits required to be provided or voluntarily provided under any workers compensation, non-occupational disability law or occupational disease law.
- 3. from any nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
- 4. to **anyone we protect** or other person(s) who resides on the **insured location**, except a **residence employee**.

## WHAT WE ALSO PAY

Payment for the following is in addition to the amounts of insurance shown on the **Declarations**.

### (1) CLAIM EXPENSES

We pay:

1. court costs, to defend or settle as **we** believe proper, any claim or suit against **anyone we protect**, for damages covered under this policy. **Our** payment of the limit of protection for a settlement, judgment, or deposit in court ends **our** duty to pay under this item.
2. expenses incurred, to investigate and defend or settle as **we** believe proper, any claim or suit against **anyone we protect** for damages covered under this policy. **Our** payment of the limit of protection for a settlement, judgment, or deposit in court ends **our** duty to pay under this item.
3. post-judgment interest, but only that portion of the post-judgment interest which accrues on that part of any judgment that does not exceed the limit of protection on a suit **we** defend. **Our** payment, offer in writing, or deposit in court of that part of the judgment which does not exceed the limit of protection ends **our** duty to pay any post-judgment interest which accrues after the date of **our** payment, written offer or deposit.
4. prejudgment interest or delay damages awarded on that part of any judgment that does not exceed the limit of protection. If **we** offer in writing to pay the applicable limit of protection, **we** will not pay any prejudgment interest or delay damages for the period of time after the offer.
5. reasonable expenses **anyone we protect** may incur at **our** request to help **us** investigate or defend a claim or suit. This includes up to \$300 a day for actual loss of earnings (but not loss of other income) and vacation time or other benefit loss.
6. premiums on the following types of bonds, but not for bond amounts greater than the limit of protection:
  - a. appeal bond in a suit **we** defend;
  - b. bail bond (with premium of \$500 or less) required due to an accident or related traffic violation involving a vehicle **we** insure;
  - c. attachment bond to release property of **anyone we protect** due to an accident or related traffic

violation involving a vehicle covered by this policy.

7. reasonable lawyers' fees up to \$50 which **anyone we protect** incurs because of arrest, resulting from an accident involving a vehicle covered by this policy. X

### (2) DAMAGE TO PROPERTY OF OTHERS

**We** pay, on a replacement cost basis, up to \$1000 per occurrence for **property damage** to property of others caused by **anyone we protect**. This coverage also applies to property of others in the possession of **anyone we protect**.

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

1. to the extent of any amount recoverable under *Section I* of this policy;
2. caused intentionally by **anyone we protect** who has attained the age of 13;
3. to property owned by **anyone we protect**;
4. to property owned by or rented to a tenant of **anyone we protect** or a **resident** of your household;
5. arising out of:
  - a. an act or omission in connection with a premises (other than an **insured location**) owned, rented or controlled by **anyone we protect**;
  - b. **business** pursuits; or
  - c. ownership, maintenance or use of a motor vehicle, **aircraft** or watercraft. **We** will pay for **property damage** to a land motor vehicle designed for recreational use off public roads while in the possession of or caused by **anyone we protect** if:
    - 1) not subject to motor vehicle registration, and
    - 2) not owned by **anyone we protect**.

### (3) FIRST AID EXPENSES

**We** pay reasonable expenses for first aid to other persons and animals at the time of an accident involving **anyone we protect**. X

### (4) LOSS ASSESSMENT -- PERSONAL LIABILITY COVERAGE

See *What We Also Pay, (9) Loss Assessment - Section I*.

## RIGHTS AND DUTIES -- CONDITIONS -- SECTION II

### (1) DUTIES OF AN INJURED PERSON -- MEDICAL PAYMENTS TO OTHERS COVERAGE

The injured person or someone acting on behalf of that person will:

1. give **us** written proof of claim, as soon as possible, under oath if required;
2. sign papers at **our** request to allow **us** to obtain medical reports and copies of records.

The injured person will submit to mental and physical examination by doctors selected by **us** as often as reason-

ably required. **We** may pay the injured person or the provider of the services.

### (2) LIMITS OF PROTECTION

This insurance applies separately to **anyone we protect**. Regardless of the number of people **we** protect, claims made or persons injured, **our** total liability under *Personal Liability Coverage* for damages resulting from one occurrence, offense, claim or suit will not exceed the amount shown on the **Declarations** for *Personal Liability Coverage*. All **bodily injury, property damage** or **personal injury** resulting from one accident or from continuous or

repeated exposure to the same general conditions is considered the result of one **occurrence** offense, claim or suit.

**Our** total liability under *Medical Payments To Others Coverage* for all **medical expense** payable for **bodily injury** and **personal injury** to any one person will not exceed the "Each Person" amount shown on the **Declarations**.

### (3) OTHER INSURANCE -- PERSONAL LIABILITY COVERAGE

This insurance is excess over any other valid and collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

If at the time of loss there is other insurance in the name of an association or corporation of property owners covering the same property covered by this policy, the insurance afforded by this policy shall be excess over the amount recoverable under such other insurance.

### (4) SUIT AGAINST US

**We** may not be sued unless there is full compliance with all the terms of this policy.

No one has the right to make **us** a party to a suit to determine the liability of **anyone we protect**.

The legal liability of **anyone we protect** must be determined before suit under *Personal Liability Coverage* may be brought against **us**. This determination may be by a court of law or by written agreement of all parties, including **us**.

### (5) WHAT TO DO WHEN AN OCCURRENCE, OFFENSE, CLAIM OR SUIT HAPPENS

When there is an **occurrence**, offense, claim or suit **anyone we protect** will:

1. notify **us** or **our** Agent in writing as soon as possible, stating:
  - a. **your** name and policy number;
  - b. the time, place, and circumstances of the **occurrence**, offense, claim or suit;
  - c. names and addresses of injured persons and witnesses.
2. give **us**:
  - a. promptly, any papers that relate to the **occurrence**, offense, claim or suit;
  - b. a signed statement containing all the facts about the **occurrence**, offense, claim or suit.
3. at **our** request:
  - a. assist in making settlement;
  - b. help **us** enforce any right of recovery against any party liable to **anyone we protect**;
  - c. cooperate with **us** in **our** investigation of a loss and any suits;
  - d. attend hearings and trials;
  - e. assist **us** in securing and giving evidence and in obtaining the attendance of witnesses;
  - f. separately submit to examinations and statements under oath and sign transcripts of same;
  - g. authorize **us** to obtain records and other information;
  - h. answer all reasonable questions about the **occurrence**, offense, claim or suit;
  - i. allow **us** to inspect and appraise the damaged property before its repair or disposal.
4. under the coverage *Damage To Property Of Others*, send **us**, within 60 days of **our** request, sworn proof of loss.
5. not make payments, assume obligations or incur expenses, except at one's own cost, other than for first aid to other persons and animals at the time of the **bodily injury**.

## RIGHTS AND DUTIES -- GENERAL POLICY CONDITIONS -- SECTIONS I & II

**We, you** and anyone else protected by this policy must do certain things in order for the terms of this policy to apply.

### (1) ACCOUNTING

If the premium payment plan chosen for this policy includes a service charge, the service charge is paid to the Erie Indemnity Company.

*The following applies only to policies issued by Erie Insurance Exchange:*

- X Erie Indemnity Company may keep up to 25% of the premium written or assumed by Erie Insurance Exchange as compensation for (A) becoming and acting as Attorney-in-Fact, (B) managing the business and affairs of Erie Insurance Exchange and (C) paying general administrative expenses, including sales commissions, salaries and employee benefits, taxes, rent, depreciation, supplies and data processing.

The rest of the premium will be placed on the books of the Erie Insurance Exchange. **We** will deposit or invest this amount as permitted by law. This amount will be used to pay losses, loss adjustment expenses, investment expenses, damages, legal expenses, court costs, taxes, assessments, licenses, fees, any other governmental fines and charges, establishment of reserves and surplus, and reinsurance, and may be used for dividends and other purposes Erie Indemnity Company decides are to the advantage of the **Subscribers**.

### (2) ASSIGNMENT

Interest in this policy may be transferred only with **our** written consent. **We** may require evidence that all **Named Insureds** approve the assignment.

### (3) BANKRUPTCY OF ANYONE WE PROTECT

Bankruptcy or insolvency of **anyone we protect** or **anyone we protect's** estate will not relieve **us** of **our** obligations.

## (4) CANCELLATION

### Your Right to Cancel

**You** may cancel this policy by mailing or delivering to **our** Agent or **us** written notice stating at what future date **you** want the cancellation to take effect. **We** may waive these requirements by confirming the date of cancellation to **you** in writing.

### Our Right to Cancel or Refuse to Continue

**We** may cancel or refuse to continue this policy or any coverage by mailing **you** written notice stating the effective date of **our** action. **Our** action will comply with the laws of the state where **your residence premises** is located. **Our** cancellation or refusal to continue this policy will not take effect until at least 30 days (Maryland - 45 days), except for non-payment of premium after **we** send it. The effective date for cancellation for non-payment of premium will be in compliance with the laws of the state in which **you** reside.

**We** reserve the right to cancel for **your** non-compliance with **our** premium payment plans. **We** do not waive **our** right to cancel, even if **we** have accepted prior late payments.

### Method of Giving Notice

Mailing notice to the address shown on the **Declarations** will be sufficient proof of notice. The policy period will end on the date and time stated in the notice.

### Return of Premium

If **your** policy is cancelled by **you** or **us**, **we** will return the pro rata unused share of **your** premium. Cancellation will be effective even if **we** have not given or offered the returned premium.

## (5) CONCEALMENT, FRAUD OR MISREPRESENTATION

This entire policy is void as to **you** and **anyone we protect** if, whether before or after a loss:

1. **you** or **anyone we protect** have intentionally concealed or misrepresented any material fact or circumstance concerning this insurance; or
2. there has been fraud or false swearing by **you** or **anyone we protect** as to any matter that relates to this insurance or the subject thereof; or
3. **you** or **anyone we protect** engage in fraudulent conduct as to any matter that relates to this insurance or subject thereof.

In the event of 1., 2. or 3. above, **we** will not pay for any loss.

## (6) CONTINUOUS POLICY

**Your** policy is a continuous policy. It will continue in force until cancelled by **you** or terminated by **us** as explained in the Cancellation Condition. Each year **we** will send **you** a **Declarations** which shows the premium due for the next policy period.

In return for this service, **you** must mail **us** written notice

prior to the new policy period if **you** want to cancel. If **we** do not receive this notice, **your** policy remains in force and **you** must pay **us** the earned premium due for this time.

## (7) COOPERATION

**You** agree to cooperate with **us** by:

1. *truthfully* completing and *promptly* returning questionnaires and audit forms about this insurance;
2. permitting and helping with inspections and audits; and
3. complying with specific recommendations to improve **your** risk.

## (8) HOW YOUR POLICY MAY BE CHANGED

This policy conforms to the laws of the state in which **your residence premises** is located. If the laws of the state change, this policy will comply with those changes.

**Your** policy may change by asking **us**. **Your** request must contain enough information to identify **you**. Asking **our** Agent is the same as asking **us**. If **we** agree with **your** request, **we** will then issue a **Declarations**.

**We** will give **you** the benefit of any change in coverage made by **us**, if it does not require additional premium. This change will be effective as of the date **we** implement the change for **you** in **your** state.

If the information **we** use to determine the premium for **your** coverage(s) changes during the policy period, **we** may adjust **your** premium. Premium adjustments will be made using rules and rates in effect for **our** use.

## (9) OUR RIGHT TO RECOVER FROM OTHERS

After **we** make a payment under this policy, **we** will have the right to recover from anyone else held responsible for the loss. This right will not apply under *Section I* if **you** have waived it in writing prior to the loss.

Anyone to whom **we** have paid will sign papers and do whatever is required to transfer this right to **us**, and do nothing to harm this right.

Anyone receiving payment from **us** and someone else for the same loss will reimburse **us** up to **our** payment less a proportionate share of the costs (including attorney fees) of such recovery.

**We** will pay all reasonable expenses anyone may incur at **our** request to help **us** recover damages from anyone else held responsible. This includes up to \$300 a day for actual loss of earnings.

This condition does not apply under *Section II to Medical Payments To Others Coverage* or *Damage To Property Of Others*.

## (10) PRIORITY

This insurance will first protect **you**, **your** spouse residing in **your** household and then others **we** protect. X

### (11) SURVIVORS' COVERAGE

If **you** die, the policy will cover:

1. **anyone we protect** who is a member of **your** household at the time of **your** death, but only while a **resident** of the **residence premises**;
2. anyone having lawful possession of insured property until a representative is appointed, but only until the end of the policy period during which **your** death occurs;

3. **your** legal representative, but only while performing duties as **your** representative and only until the end of the policy period during which **your** death occurs.

### (12) TIME OF INCEPTION

If this policy replaces coverage in other policies which end on the inception date of this policy, but at a different time, then this policy will take effect when the other coverage ends.

This policy has been signed on **our** behalf at Erie, Pennsylvania by **our** President and Secretary. If required by law, it has been countersigned on the **Declarations** by **our** authorized Agent.

  
Secretary

  
President



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