

# **OWNERS, LANDLORDS AND TENANTS**

| LIABILITY POLICY |

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# AGREEMENT

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“We” agree with “you”, in return for “your” premium payment, to provide insurance subject to all the terms of this policy. The coverages provided, the limits of “our” liability, and the premiums are shown in the Declarations of this policy.

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## DEFINITIONS USED THROUGHOUT THIS POLICY

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The terms defined below appear in quotation marks (“ ”) throughout this policy:

1. “You” and “your” mean the “named insured” and spouse if living in the same household.
2. “We”, “us” and “our” mean the Association or Company providing this insurance.
3. “Bodily injury” means bodily harm, sickness or disease, and includes care, loss of services and resulting death. “Bodily injury” also includes mental or physical anguish, pain or suffering, but only if accompanied by physical symptoms of harm to the body of the person. Infliction of emotional distress, loss of society, or loss of consortium suffered by a spouse or a child is not a separate “bodily injury” under this policy and must be included in the claim of the person sustaining physical harm to the body.
4. a. “Business” means:
  - 1) any full or part time trade, profession or occupation; and
  - 2) the rental or holding for rental of any premises, other than the “insured premises”, by any “insured person”.b. But “business” does not mean:
  - 1) rental or holding for rental of the “insured premises” for use as a dwelling; or
  - 2) rental or holding for rental of part of the “insured premises” as a garage to be used for other than “business” purposes.
5. “Insured person” means:
  - a. “you”;
  - b. any person living with “you” and related to “you” by blood, marriage or adoption;
  - c. a legal ward, foster child or foreign exchange student living with “you”; or
  - d. “your” unmarried and financially dependent child who is away at school and under the age of 25.Under **LIABILITY TO PUBLIC COVERAGE**, “insured person” also means:
  - e. any person or organization legally responsible for animals or watercraft owned by any “insured person” in a., b., c., or d., but “we” will cover that person or organization only with respect to those animals or watercraft. “We” will not cover any person or organization using or having custody of animals or watercraft for their sole benefit or in the course of any “business” or without the oral or written permission of the owner; or
- f. with respect to any vehicle covered by this policy, any employee of any “insured person” in a., b., c., or d., while engaged in the employment of that person.
6. “Insured premises” means the one or two family dwelling, including the building, the grounds, and other structures on the grounds, and which is described in the Declarations.
7. “Property damage” means physical injury to or destruction of tangible property. “Property damage” does not include loss of use unless the property has been physically injured or destroyed.
8. “Residence employee” means an employee of any “insured person” whose duties are in connection with the maintenance or use of the “insured premises”, or who performs similar duties elsewhere not in connection with any “insured person’s” “business”.
9. “Motor vehicle” means:
  - a. a motorized land vehicle designed for travel on public roads or subject to “motor vehicle” registration;
  - b. a trailer or semi-trailer designed for travel on public roads or subject to “motor vehicle” registration. A watercraft, camper, home or utility trailer not being towed by or carried on a vehicle is not a “motor vehicle”; or
  - c. any vehicle while being towed or carried on a vehicle included in a. or b. above.
10. “Pollutant” means:
  - a. gasoline, diesel, kerosene or other fuel for a motorized vehicle or heating appliance; including any post-combustion by-products;
  - b. a petroleum based lubricant;
  - c. anti-freeze;
  - d. vehicular tires;
  - e. paint;
  - f. a pesticide;
  - g. an herbicide, or
  - h. animal waste;which has been used, discharged, or disposed of by any “insured person” in a manner contrary to law, statute, or ordinance.

11. "Recreational Vehicle" means:

- a. a motorized land vehicle designed or used for recreational use off public roads;
- b. a snowmobile;
- c. an all terrain vehicle;

d. a motorized golf cart; or

e. a motorcycle, moped or mini-bike.

12. "Named Insured" means the person, organization or additional "named insured", listed on the Declarations of this policy.

Only Those Coverages For Which An **AMOUNT OF COVERAGE** Is Shown On The Declarations Will Apply.

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## COVERAGES

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### LIABILITY TO PUBLIC – COVERAGE A

"We" will pay subject to the liability limits shown for **LIABILITY TO PUBLIC COVERAGE** and the terms of the policy all sums arising out of any one loss which any "insured person" becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "insured premises".

If a claim is made or suit is brought against any "insured person" for liability covered by this policy, "we" will defend the "insured person". "We" will use "our" lawyers and bear the expense.

HOWEVER, "WE" WILL NOT DEFEND ANY SUIT AFTER "OUR" LIMIT OF LIABILITY FOR THIS COVERAGE HAS BEEN PAID. "WE" WILL DEFEND OR SETTLE ONLY IF COVERAGE EXISTS UNDER THE TERMS OF THIS POLICY.

"We" may investigate or settle any claim or suit as "we" think appropriate.

### MEDICAL PAYMENTS TO PUBLIC – COVERAGE B

"We" will pay subject to the limits shown for **MEDICAL PAYMENTS TO PUBLIC COVERAGE** and the terms of the policy, the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, prosthetic devices, eye glasses, hearing aids, pharmaceuticals, ambulance, hospital, licensed nursing, and funeral services.

"We" reserve the exclusive right to decide if the expenses are reasonable and if the services are necessary for the treatment. "We" will pay only those expenses incurred for services rendered within three years from the date of the accident causing "bodily injury" covered by this policy. Any action or investigation by "us" after the three year period does not waive the effect of the three year limitation.

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

1. on an "insured premises" with the permission of any "insured person"; if the "bodily injury":
  - a. arises out of an act or omission of any "insured person"; or

b. arises out of a condition of the "insured premises"; or

2. elsewhere, if the "bodily injury":

- a. arises out of a condition in the "insured premises";
- b. is caused by the activities of any "insured person" or a "residence employee" in the course of employment by any "insured person";
- c. is caused by an animal owned by or in the care of any "insured person", and the person sustaining "bodily injury" has not assumed control of the animal or provoked the animal; or
- d. is sustained by a "residence employee" arising out of and in the course of employment by any "insured person".

"We" may, at our option, pay the injured person or the party that renders the medical services. The rights of the injured person to receive payment from "us" may not be assigned to an insurance carrier, insurance plan, or self-insured organization. No payment to the injured person or other entity will be made by "us" if all of the expenses of the injured person have been paid by a separate insurance carrier, insurance plan, or self-insured organization.

Payment under this coverage is not an admission of liability by "us" or any "insured person".

### ADDITIONAL COVERAGES

"We" will pay in addition to "our" limit of liability the following expenses:

1. All costs "we" incur in the settlement of any claim or defense of any suit.
2. Interest on damages awarded in any suit "we" defend accruing after judgment is entered and before "we" have paid, offered to pay, or deposited in court that portion of the judgment which is not more than "our" limit of liability.
3. Premiums on appeal bonds in any suit "we" defend. But "we" will not pay the premium for that portion of the amount of any appeal bond which is greater than the applicable limit of "our" liability. "We" are not obligated to apply for or furnish any bond.

4. Loss of earnings up to \$100 a day, but not other income, when "we" ask "you" to help "us" investigate or defend any claim or suit.
5. Prejudgment interest which is required by law and awarded for damages against "you" on that part of a judgment "we" pay. If "we" make an offer to pay the applicable limit of liability, "we" will not pay any prejudgment interest based on that period of time after an offer is made.
6. Premiums on bonds for the release of attachments required in any suit "we" defend. "We" will not pay the premium for that portion of the amount of any attachment bond which is greater than the applicable limit of "our" liability. "We" are not obligated to apply for or furnish any bond.
7. Any other reasonable expenses incurred at "our" request, but not to include expenses incurred in a dispute with "us" over the application of this policy.

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## EXCLUSIONS

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### UNDER ANY OF THE COVERAGES

1. "We" will not pay for "bodily injury" or "property damage" arising out of the ownership, maintenance, loading or unloading, entrustment, or use of:

- a. aircraft;
- b. any "motor vehicle", unless the "motor vehicle" is used exclusively on the "insured premises" to service the "insured premises" and the "bodily injury" or "property damage" arises out of its ownership, maintenance, loading or unloading, entrustment or use by any "insured person";

This exclusion applies to any "bodily injury" or "property damage" arising out of the ownership, maintenance, loading or unloading, entrustment, or use of a "motor vehicle", whether or not a separate, non-"motor vehicle" related act or omission jointly or concurrently caused the accident;

- c. any "recreational vehicle", if the "bodily injury" or "property damage" occurs away from the "insured premises". However, "we" will cover:
  - 1) a motorized golf cart while being used for golfing purposes or while being driven by any "insured person" directly between a golf course and the "insured premises"; or
  - 2) use of a "recreational vehicle" which is not owned, garaged, or maintained by any "insured person".

- d. motorcycles, mopeds, or mini-bikes; while away from the "insured premises";

- e. watercraft:
  - 1) owned by any "insured person" if it has an inboard, inboard-out-drive motor or outboard motor power of more than 50 horsepower;
  - 2) owned by any "insured person" if it is a sailing vessel 26 feet or more in length; or
  - 3) commonly known as jet skis, wet bikes, airboats or wave-runners.

This exclusion does not apply to "bodily injury" to any "residence employee" arising out of and in the course of employment of any "insured person".

2. "We" do not cover "bodily injury" or "property damage" for which the "insured person" would be liable arising from statutorily imposed vicarious parental liability for the actions of a child or minor using:
  - a. a "motor vehicle";
  - b. an aircraft;
  - c. a "recreational vehicle", motorcycle, moped, or mini-bike; or
  - d. a watercraft, jet ski, wet bike, airboat and wave-runner.

3. "We" do not cover "bodily injury" or "property damage" arising out of the rendering or failing to render professional services.

4. "We" do not cover "bodily injury" or "property damage" arising out of "business" pursuits of an "insured person".

5. "We" do not cover "bodily injury" or "property damage" arising out of any premises:
  - a. owned by any "insured person";
  - b. rented or leased to any "insured person";
  - c. rented or leased to another person or entity by any "insured person"; or
  - d. in the care, custody, or control of any "insured person";

which is not an "insured premises".

However, "we" will cover "bodily injury" to any "residence employee" arising out of and in the course of employment by any "insured person".

6. "We" do not cover "bodily injury" or "property damage" which results from an act committed by any "insured person":
  - a. in the course of or in the furtherance of any:
    - 1) crime;
    - 2) offense of a violent nature;
    - 3) physical abuse; or
  - b. if a reasonable person would expect or intend "bodily injury" or "property damage" to result from the act.

7. "We" do not cover liability assumed under any contract or agreement, except those relating to the "insured premises". "We" also do not cover liability assumed under any contract or agreement in connection with any "business" of any "insured person".
8. "We" do not cover "bodily injury" or "property damage" arising out of war (declared or undeclared), civil war, insurrection, rebellion or revolution.
9. "We" do not cover "bodily injury" or "property damage" when any "insured person" is covered under any nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.
10. "We" do not cover "bodily injury" or "property damage" arising out of a "pollutant".

This exclusion does not apply to:

- a. "property damage" caused by unexpected spray drifts when applied by any "insured person" on any "insured premises", except when applied by aircraft;
- b. "property damage" or "bodily injury" caused by heat, smoke, or fumes released by the burning of crop residues or of excess vegetation, or trees by any "insured person"; or
- c. "bodily injury" or "property damage" caused by or resulting from the discharge, dispersal, release or escape of "pollutants" when such discharge, dispersal, release or escape is caused by:
  - 1) windstorm, but only when a building, bin, container, lagoons, tank or tank wagon containing "pollutants" first sustains actual damage by windstorm that allows the discharge, dispersal, release or escape of "pollutants"; or
  - 2) accidental collision, overturn or breakage, but only when a building, bin, container, lagoon, tank or tank wagon containing "pollutants" first sustains actual physical damage from such accidental collision, overturn or breakage that allows the discharge, dispersal, release or escape of "pollutants" and when such loss is not covered by any other valid and collectible insurance.
- d. For the purposes of applying 10.c., of this exclusion only, "property damage" shall include:
  - 1) requests, demands or orders that any "insured person" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - 2) claims or suits by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

11. "We" do not cover "bodily injury" or "property damage" arising out of any:
  - a. request, demand, or order that any "insured person" or others test for, monitor, clean up, remove, treat, detoxify or neutralize, or in any way respond to the manufacturing, use, transfer, delivery, selling, or transportation of any Controlled Substances as defined by the Federal Food and Drug Law at 21 U. S. C. A. Sections 811 and 812, including any amendments, or by any other state laws;
  - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects caused by the manufacturing, use, transfer, delivery, selling or transportation of any Controlled Substances as defined by the Federal Food and Drug Law at 21 U. S. C. A. Sections 811 and 812, including any amendments, or by any other state laws; or
  - c. the use, sale, manufacture, delivery, transfer, or possession by any "insured person" of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments, or by any other state laws. This does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
12. "We" do not cover "bodily injury" which arises out of:
  - a. a communicable disease;
  - b. the actual, alleged or threatened sexual molestation or sexual harassment of a person by any "insured person", whether or not the "insured person" intended to commit the act of sexual molestation or sexual harassment;
  - c. the performance of any sexual act by any "insured person";
  - d. mental or emotional injury;
  - e. physical abuse; or
  - f. corporal punishment.
13. "We" do not cover:
  - a. actual or alleged "bodily injury" that results directly or indirectly from the ingestion, inhalation, or absorption of lead in any form;
  - b. actual or alleged "property damage" that results directly or indirectly from any form of lead;
  - c. any loss, cost, or expense arising out of any request, demand, or order that any "insured person" or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of lead; or
  - d. any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, clean up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of lead.

14. "We" do not cover any liability arising out of:
- inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
  - the use of asbestos in constructing or manufacturing any goods, products, or structures;
  - the removal of asbestos from any goods, products or structures; or
  - the manufacture, sale, transporting, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

15. "We" do not cover "bodily injury" or "property damage" arising out of any act or omission of any "insured person" as an officer, director, or trustee, member or agent of any corporation or other organization, not listed as an "insured person" on the Declarations, unless:
- the corporation or organization is a not-for-profit entity which is not subject to either state or federal taxation;
  - the "insured person" serves without compensation from the corporation or organization;
  - the act or omission of the "insured person" was within the scope of the "insured person's" responsibilities as an officer, director, trustee, member, or agent of the corporation or organization; and
  - the act or omission of the "insured person" does not constitute intentional, voluntary, willful, wanton, or reckless conduct.

This exclusion does not apply if the "bodily injury" or "property damage" arises from the act or omission of any "insured person" occurring on the "insured premises".

16. "We" do not cover "bodily injury" to any "insured person".
17. "We" do not cover "property damage" to property owned by any "insured person".
18. "We" do not cover "bodily injury" that arises out of:
- refusal to employ;
  - termination of employment;
  - coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, acts, or omissions; or

- consequential "bodily injury" as a result of **18.a.**, **18.b.**, and **18.c.** above.

This exclusion applies where the "insured person" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for damages arising out of paragraph **18.a.**, **18.b.**, **18.c.**, or **18.d.**

#### UNDER LIABILITY TO PUBLIC COVERAGE

- "We" do not cover "property damage" to property rented to, leased to, occupied by, used by or in the care, custody or control of any "insured person" or any resident of "your" household. "We" will cover "property damage" to such property caused by Fire, Smoke, or Explosion if the property is used for the maintenance of the "insured premises".
- "We" do not cover "bodily injury" to any person who may file a claim for or is entitled to an award of damages or benefits under any workers compensation, occupational disease, non-occupational disease, or any other similar law enacted to furnish compensation for the "bodily injury" of that person.

#### UNDER MEDICAL PAYMENTS TO PUBLIC COVERAGE

- "We" do not cover "bodily injury" to any "insured person", any tenant or other person residing on the "insured premises", or to any employees of the foregoing, if the "bodily injury" arises out of or in the course of their employment, except a "residence employee".
- "We" do not cover "bodily injury" to any person who may file a claim for or is entitled to an award of damages or benefits under any workers' compensation, occupational disease, non-occupational disease or any other similar law enacted to furnish compensation for the "bodily injury" of that person.
- "We" do not cover "bodily injury" from any nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
- "We" do not cover "bodily injury" to any person engaged in the maintenance or repair of the "insured premises" or alteration, demolition or new construction at the "insured premises".
- "We" do not cover any person while on the "insured premises" because of any "insured person's" "business", or who is injured by an accident arising out of any "insured person's" "business".

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## RIGHTS AND DUTIES – CONDITIONS

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### 1. Your Duties After a Loss

In case a covered accident occurs, the "insured person" must perform the following duties:

- notify "us" or "our" agent as soon as possible. The notice must give:
  - "your" name and policy number;

- 2) the time, place and circumstances of the accident; and
  - 3) the names and addresses of injured persons and witnesses;
- b. notify the police if a law may have been broken;
  - c. send "us" promptly any legal papers relating to any claim or suit.

If a default or final judgment is entered against "you" or any "insured person" before "we" are notified of the summons and complaint, there is no coverage under this policy;

- d. cooperate with "us" and assist "us" in any matter relating to a claim or suit;
- e. assist "us" in enforcing any right of contribution, indemnity, or subrogation against any person or organization who may be liable to any "insured person"; and
- f. after a loss or covered accident, an "insured person" may not make any payment, assume any obligation or expense, or retain an attorney, except at the "insured person's" own cost. "We" will not reimburse an "insured person" unless "our" written consent has been provided before the obligation or expense has been incurred. An "insured person" may assume reasonable expenses to preserve the property which has been damaged and which is the subject matter of the claim.

## 2. Duties Of An Injured Person – Medical Payments To Public Coverage

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

- a. give "us", as soon as possible, written proof of claim under oath if required;
- b. submit to physical examinations at "our" expense by doctors "we" select as often as "we" may reasonably require; and
- c. authorize "us" to obtain medical and other records.

## 3. Limits of Liability

- a. The limits of liability shown in the Declarations apply subject to the following:
  - 1) The "bodily injury" liability limit for each person is the maximum for "bodily injury" sustained by one person in any one occurrence and includes all claims from any other person arising out of that "bodily injury", including any claim of loss of society, consortium, infliction of emotional distress, or services.
  - 2) Subject to the "bodily injury" liability limit for each person, the "bodily injury" liability limit for each occurrence is the maximum for "bodily injury" sustained by two or more persons in any one occurrence.

- 3) The "property damage" liability limit for each occurrence is the maximum for all damages to all property in any one occurrence.

All "bodily injury" and "property damage" arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one occurrence.

"We" will pay no more than these maximums regardless of the number of "insured person(s)", injured persons, claims, claimants or policies involved in the occurrence.

- b. With regard to the exclusions UNDER ANY OF THE COVERAGES, the following exceptions apply to Exclusion 10:

- 1) "Our" total limit of liability for all damages shall not exceed the lesser of \$100,000 per person/\$300,000 annual aggregate for "bodily injury" and \$100,000 annual aggregate for "property damage" or "your" limit of liability as shown in the Declarations.

Annual aggregate means the maximum amount of coverage available in any 12 month period beginning with the inception date of the policy or any anniversary of the inception date.

- 2) The limits of liability shall never be restored in subsequent policy periods for the same loss or losses.
- 3) Any coverage for "bodily injury" provided by exceptions to Exclusion 10. UNDER ANY OF THE COVERAGES must result in medical treatment within 365 days of the occurrence.

Any coverage for "property damage" provided by Exclusion 10. UNDER ANY OF THE COVERAGES must result in actual damages within 365 days of the occurrence.

## 4. Suit Against Us

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

"We" may not be sued under the Liability to Public Coverage until the obligation of an "insured person" to pay is finally determined either by judgment against the person after actual trial or by written agreement of the person, the claimant and "us".

No one shall have any right to make "us" a party to a suit to determine the liability of an "insured person".

## 5. Bankruptcy

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



## 6. Other Insurance – Liability to Public Coverage and Medical Payments to Public

The insurance under Liability to Public Coverage 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 proportionately.

The insurance under Medical Payments to Public Coverage is primary.

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# GENERAL POLICY CONDITIONS

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## 1. Transfer of Rights and Duties Under This Policy

Interest in this policy may not be transferred without “our” written consent. If the “named insured”, or spouse residing in the same household, dies the policy will cover:

- a. any surviving member of the deceased’s household who was covered under this policy at the time of death, but only while a resident of the “named insured’s” household;
- b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
- c. any person having proper custody of insured property until a legal representative is appointed.

## 2. Cancellation

- a. “You” or “your” agent at “your” request, may cancel this policy at any time by:
  - 1) returning this policy to “us”; or
  - 2) mailing or delivering a written request for cancellation to “us”. Unless otherwise stated in the request, the cancellation will be effective on the date of receipt of the request for cancellation by “us”.
- b. “We” may cancel this policy for the reasons stated in this condition. The cancellation notice shall be mailed to the first “named insured” shown in the Declarations at the last mailing address known to “us”. Proof of mailing will be sufficient proof of notice.
  - 1) When “you” have not paid the premium, whether payable to “us” or to “our” agent, “we” may cancel at any time by mailing the first “named insured” at least 10 days notice of cancellation.
  - 2) “We” may cancel for any reason other than nonpayment of premium by mailing the first “named insured” at least 30 days notice before the date cancellation takes effect.
- c. If “you” cancel “your” policy, “we” will return no more than the short rate unused share of “your” premium.
- d. If “we” cancel “your” policy, “we” will return no more than the prorated unused share of “your” premium.

## 3. Non-Renewal

“We” may elect not to renew this policy. “We” may do so by delivering or mailing to the first “named insured” at the last mailing address known to “us” at least 30 days advance notice of “our” intention not to renew.

The notice will state the reason for non-renewal and shall be sent by registered, certified, or first class mail to the first “named insured’s” last mailing address known to “us”. Proof of mailing will be sufficient proof of notice.

## 4. Automatic Termination

If “we” offer to renew or continue this policy and “you” or “your” representative do not accept this offer, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium as “we” require shall mean that “you” have not accepted “our” offer to continue the policy for the new policy period.

## 5. Concealment or Fraud

The coverage under this policy is void as to “you” and any other “insured person” if “you” or any other “insured person” under this policy has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. made false statements; or
- c. committed fraud relating to this insurance, whether before or after the loss.

## 6. Changes

This policy and the Declarations include all the agreements between “you” and “us” relating to this insurance.

The policy, including any endorsement may not be changed, modified or waived except by a written document issued by “us”.

This provision regarding change, modification, or waiver of the policy may only be waived in writing.

If any coverage “you” have under this policy is broadened without charge during the policy period, this policy will automatically provide the broadened coverage when effective.

## 7. Our Right to Recover Payment

"We" have the right to recover payment made under this policy if:

- a. "We" make a payment to any "insured person" entitled to benefits under this policy; and
- b. The "insured person" has a legal right to recover damages from a third party.
- c. After a payment is made by "us", "you" or the person receiving the payment has no right to file a claim or lawsuit to collect the amount of "our" payment. "You" or the person receiving a payment under the policy may not hire an attorney on "our" behalf to collect the amount of "our" payment.
- d. "You" or the person receiving a payment under the policy must sign papers and do whatever is necessary to transfer the right to collect the amount of payment to "us". If "you" or the person receiving a payment under this policy release anyone responsible for causing a loss without "our" written consent, this policy has been breached and "we" may recover from "you" or the person receiving payment under the policy the amount paid by "us". If "you" or the person receiving a payment under this policy recovers damages from a third party, the proceeds of the recovery must be held in trust and "we" must be reimbursed to the extent of "our" payment under the policy.
- e. This condition does not apply under Medical Payments to Public – Coverage B.

## 8. Policy Period

This policy applies to losses which occur during the policy period as shown in the Declarations, unless the policy has been canceled prior to the expiration of the policy period.

## 9. Conformity To Statutes

Any provisions of this policy and endorsements attached to it which are in conflict with "your" state's laws, are amended to comply with the minimum requirements of the law.

## 10. Time of Interpretation

Any terms of coverage of this policy, including exclusions shall be construed and applied based on the facts existing on the date of the accident causing "bodily injury" or "property damage".

## 11. Representations

By accepting this policy, "you" agree:

- a. the statements in the Declarations are accurate and complete;
- b. those statements are based upon representations "you" have made to "us"; and
- c. "we" have issued this policy in reliance upon "your" representations.

## 12. Inspection of Property and Operations

"We" shall have the right to inspect "your" property and operations at any time. In doing so, "we" do not warrant that the property or operations are safe or healthful, or are in compliance with any law, rule, or regulation.