Premier Homeowners

BASIC COVERAGE POLICY
General Section - Premier Homeowners

This policy contains all of the coverages you selected in one package. It is tailored to meet your needs as they were represented to us on your application. The Acceptance of Policy provision applies to the Company as shown on the Declarations Page.

This Section includes:
Insuring Agreement, Organization of Your Policy, Policy Sections, Declarations, Endorsements, Definitions, When a Loss Occurs, Your Responsibilities, and Conditions.

Insuring Agreement
We agree with you, in return for your prepaid 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 on the Declarations page of this policy.

Organization of Your Policy
This policy is organized into sections for each part of the policy you chose. The Declarations page tells you what coverage you have at any particular time.

Policy Sections
General Section
This section contains general information about your policy. It includes provisions which apply to the entire policy, including any endorsements. Provisions in the General Section apply to all the sections and parts included in this policy. Additional provisions that are specific to only certain coverages are located in the sections and coverage parts to which they apply.

Property Section - I
This section contains the provisions which insure your home and/or personal property.

Coverage Part
The Coverage Part you selected includes the provisions which describe the property coverage you chose, as shown on the Declarations Page.

Personal Liability Section - II
This section contains the liability and medical coverage part to protect you from the potential liability exposures created by the occupancy or use of your insured property and your personal activities.

Declarations
The Declarations page at the beginning of your policy is part of your insurance contract. It lists or declares the property and liability exposures we agreed to insure. The Declarations page provides specific information about each coverage including deductibles, covered perils, and the amounts of coverage provided for each exposure.

Endorsements
The Declarations page may also list one or more endorsements or amendments which expand or reduce your coverage. The endorsements allow us to tailor your policy more closely to your specific needs.

Deductible
We will pay for loss to covered property minus the deductible, shown on the Declarations page.

Definitions Used Throughout This Policy
The terms defined below appear in bold type throughout this policy:
1. “You” and “your” mean the Policyholder named on the Declarations page, and spouse, if living in the same household.
2. “We”, “us” and “our” mean the Company as named on the Declarations page.
3. “Bodily injury” means bodily injury, sickness or disease, and includes care, loss of services and resulting death.
4. “Business” means:
   a. any full or part-time trade, profession or occupation; and
   b. the rental or holding for rental of any premises by an insured person.
   But “Business” does not mean:
   c. occasional rental or holding for rental of the residence premises for use as a dwelling;
   d. rental or holding for rental of part of the residence premises for use as a dwelling, unless the rental is to three or more roomers or boarders; and
   e. rental or holding for rental of part of the residence premises as a private garage, office, school or studio.
5. “Fungus” means any type or form of fungus, including mold, mildew or bacteria, and any mycotoxins, sponges, scents or by-products produced or released by fungi.

6. “Insured Person” means:
   a. you;
   b. your relatives residing in your household; and
   c. any other person under the age of 21 residing in your household, who is in your care or the care of a resident relative.

7. “Insured Premises” means:
   a. the residence premises;
   b. any other premises acquired by you during the term of this policy which you intend to use as a residence premises;
   c. the part of any other premises where you reside and which is shown on the Declarations page;
   d. any part of a premises not owned by an insured person where the insured person may be temporarily residing or which an insured person may occasionally rent for non-business purposes;
   e. vacant land, other than farmland, owned by or rented to an insured person;
   f. cemetery plots or burial vaults owned by an insured person;
   g. land on which a single or two family residence is being built for an insured person, if the land is owned by or rented to the insured person; and
   h. any structures or grounds used by you in connection with your residence premises.

8. “Occurrence” means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage. All bodily injury and property damage resulting from a common cause shall be considered the result of one “occurrence.”

9. “Property damage” means physical injury to or destruction of tangible property, including loss of its use.

10. “Residence Employee” means an employee of an insured person whose duties are in connection with the maintenance or use of the residence premises, or who performs similar duties elsewhere not in connection with an insured person’s business.

11. “Residence Premises” means the one or two-family dwelling where you reside, including the building, the grounds and other structures on the grounds and which is described on the Declarations page.

When a Loss Occurs
1. Notification
   If a covered loss occurs, the insured person must give us immediate written notice, including:
   a. your name and policy number;
   b. the time, place and circumstances of the accident, occurrence or loss; and
   c. the names and addresses of injured persons and witnesses.
   In case of theft, also notify the police. In case of loss under Credit Card, Charge Plate, Fund Transfer Card and Check Forgery Coverages, also notify the issuer of card or plate or the bank.

2. Our Duty After Loss
   Within 45 days after receipt of a proof of loss, we will submit to you a written offer of settlement or a rejection of your claim.

3. How Losses Are Settled
   Loss settlement is determined by the particular covered perils you chose, which are included in the Coverage Part attached to this policy.

4. Our Payment of Loss
   We will adjust any loss with you, and pay you unless another payee is named on the Declarations page. We will pay within 60 days after we receive your proof of loss and the amount of loss is finally determined by agreement between you and us, a court judgment or an appraisal award.

5. Other Insurance
   If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

Your Responsibilities
1. After a Loss Occurs
   a. protect the property from further damage, making necessary and reasonable repairs to protect the property, and keeping records of the cost of repairs;
   b. make a list of all damaged or destroyed property, showing in detail, quantities, costs, actual cash value and amount of loss claimed;
   c. send to us, within 60 days after loss, the above list and a proof of loss signed and sworn to by the insured person, including:
      (1) the information reported in When a Loss Occurs, 1. Notification above;
      (2) the interest of insured persons and all others in the property;
      (3) all encumbrances on the property;
      (4) other policies covering the loss;
      (5) changes in title, use, occupancy or possession of the property; and
      (6) if required, any plans and specifications of the damaged buildings or fixtures;
d. exhibit the damaged property to us and our representatives, as often as may be reasonably required;

3. Abandoned Property

We are not obliged to accept abandoned property.

4. 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 after the loss or damage occurs.

5. Permission Granted To You

You may make alterations, additions and repairs to your building and complete structures under construction. The residence premises may be vacant or unoccupied without limit of time, except where this policy specifies otherwise.

Conditions

1. Assignment

Interest in this policy may not be transferred without our written consent. But, if the Policyholder named on the Declarations page or the spouse of the Policyholder 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 insured premises;

b. the legal representative of the deceased person while acting within that capacity; and

c. any person having proper custody of insured property until a legal representative is appointed.

2. Cancellation or Nonrenewal

a. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect.

b. We may cancel this policy only for the reasons stated in this Condition by notifying you in writing of the date cancellation takes effect.

This cancellation notice may be delivered to you or mailed to you at your mailing address shown on the Declarations page. Proof of mailing shall be sufficient notice of:

(1) When you have not paid the premium, whether payable to us by cash or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.

(2) When this policy has been in effect for less than 45 business days and is not renewed with us, we may cancel for any reason by notifying you at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 45 business days or more, or at any time if it is a renewal with us, we may cancel if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue the policy or if the risk has changed substantially since the policy was issued. This can be done by notifying you at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 30 days before the date cancellation takes effect.

(5) When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our short rate table. When we cancel, the return premium will be pro rata.

d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund the premium within a reasonable time after the date cancellation takes effect.

e. If we decide not to renew or not to continue this policy, we will notify you not less than 30 days before the end of the policy period. We will mail to you or deliver to you notice of nonrenewal at the address shown on the Declarations page. Proof of mailing shall be sufficient proof of notice.

3. Concealment or Fraud

a. SECTION 3613.1 OF TITLE 36 OF THE OKLAHOMA STATUTES: “Warning: any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”

b. This entire policy is voidable if an insured person has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, or acted fraudulently or made false statements relating to this insurance.

4. Changes

This policy and the Declarations page include all the agreements between you and us relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change. 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.

5. Our Right To Recover Payment

After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible. This right will not apply under the Property Section if you have waived it in writing prior to loss. The insured person will do whatever is required to transfer this right to us.

This condition does not apply under the Personal Liability Section to Coverage F - Medical Payments to Others or Additional Coverages - Personal Liability Damage To Property of Others.

6. Policy Period

This policy applies to losses, bodily injury or property damage which occur during the policy period. It may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.

7. Conformity With Statute

Should any terms of this policy be in conflict with the statutes of Oklahoma, the terms are amended to conform with such statutes.

8. Insurable Interest

We will not pay more than the insurable interest an insured person has in the covered property at the time of loss.

9. No Benefit To Bailee

This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.

Property Section - I

This Section, combined with the General Section and the Coverage Part, provides the property coverage you selected, as identified on the Declarations page.

This Section includes:


Dwelling - Coverage A

We cover:

1. your dwelling, including structures attached to it, at the residence premises. The dwelling must be used principally as a private residence.

2. construction material at the residence premises for use in connection with your dwelling.

Other Structures - Coverage B

We cover:

1. other structures at the residence premises

a. not attached to the dwelling, or

b. connected to the dwelling by only a utility line, fence or similar connection.

2. construction material at the residence premises for use in connection with the other structures.

We do not cover loss to structures used to any extent for business purposes.

Personal Property - Coverage C

We cover personal property owned or used by an insured person anywhere in the world. Any personal property, which is usually at a residence other than the residence premises, is covered for up to 10% of the Personal Property - Coverage C limit, but not less than $1,000. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after you begin to move there.

If you ask us to, we will cover personal property owned by others while it is on the part of the residence premises occupied by an insured person. Also, if you ask us, we will cover personal property of a houseguest or residence employee in any residence of an insured person.
We do not cover:
1. animals, birds or fish.
2. land motorized vehicles and their parts, equipment and accessories while in or upon the vehicles. We do provide coverage if the land motorized vehicle is subject to motor vehicle registration and it is:
   a. used exclusively to service the residence premises - except we do not cover all-terrain vehicles (ATV’s), utility vehicles (UTV’s), recreational off-road vehicles, or vehicles with less than 4 wheels; or
   b. kept in dead storage on the residence premises.
3. aircraft, and their tires, parts, equipment and accessories.
4. property of roomers and boarders not related to an insured person, or property of tenants.
5. property rented or held for rental to others by an insured person. But, we do cover that property while on the part of the residence premises used exclusively by an insured person or roomers and boarders.
6. property in that part of the residence premises rented or held for rental to others (except roomers or boarders) by an insured person.
7. electronic equipment and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media which may be operated by power from the electrical system of a land motorized vehicle while in or upon that vehicle. Accessories to these devices, including antennas and recorded media are not covered while in or upon a land motorized vehicle.
8. property specifically described and insured by this or any other insurance.

Special Limits on Certain Property
Special limits apply to the following groups of personal property. These limits do not increase the amount of insurance under Personal Property - Coverage C. The limit of insurance for each group is the maximum we will pay for any one occurrence for all property included in the group.

Limit of Insurance  Personal Property Group
1. $200   Money, bank notes, bullion, coins and medals and other numismatic property, and precious metals including platinum, gold and silver, but not goldware or silverware.
2. $1,000   Securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, passports, manuscripts, tickets, stamps and other philatelic property.
3. $1,000   Cemetery markers, headstones and urns.
4. $1,000   Watercraft, including their trailers, furnishings, equipment and outboard motors.
5. $1,000   Trailers not used to tow watercraft.
6. $1,000   Theft of jewelry, watches, precious and semiprecious stones and furs, including any article containing fur which represents its principal value.
7. $2,000   Theft of guns.
8. $2,500   Theft of silverware, goldware and pewterware.
9. $5,000   Electronic data processing equipment and the recording or storage media used with that equipment, whether or not it is business property, while used principally on the residence premises.
10. $500      Property used or intended for use in a business, not including electronic data processing equipment or the recording or storage media used with that equipment.

Additional Living Expense And Loss of Rents- Coverage D
If a covered loss makes your residence premises uninhabitable, we will pay, at your option, either:
1. the reasonable increase in your living expenses necessary to maintain your normal standard of living while you live elsewhere; or
2. the fair rental value of the part of the residence premises where you reside, less any charges and expenses which do not continue while the residence premises is uninhabitable.

We will pay for the shortest time needed:
1. to repair or replace the damaged property; or
2. for you to permanently relocate.

We will also pay for your loss of normal rents resulting from a covered loss while the rented part of a residence premises is uninhabitable, less charges and expenses which do not continue during that time. We will pay this loss of normal rents only for the shortest time needed to make the rented part habitable.

If damage caused by a peril we insure against occurs at a neighboring premises, we will pay reasonable additional living expenses and loss of normal rents for up to two weeks should civil authorities place occupants of the residence premises.

These periods of time will not be shortened by the expiration of this policy.

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

No deductible will apply to these coverages.

Additional Coverages
1. Debris Removal
   We will pay reasonable expenses you incur to remove debris of covered property following a loss from a peril we insure against.

The cost to repair or replace that property, plus the cost of its debris removal, is more than the applicable limit of liability for the property, we will pay up to an additional 5% of the limit of liability shown on the Declarations page for the property.

We will also pay up to $500 in the aggregate for any one loss for reasonable expenses incurred by you in removing any fallen trees from the residence premises if:
   a. the trees damage covered property;
   b. the falling of the trees is caused by any peril we insure against; and
   c. this coverage is not provided elsewhere in this policy.

2. Fire Department Service Charges
We will pay up to $500 for your liability under an agreement for service charges made by a fire department when called to protect your covered property from a peril we insure against.

Payments are in addition to the amount of insurance applying to the loss.

No deductible applies to this coverage.

3. Credit Card, Charge Plate, Fund Transfer Card, Check Forgery and Counterfeit Money Coverages
   a. Credit Card, Charge Plate and Fund Transfer Card Coverage.
      If an insured person is legally required to pay for the unauthorized use of a credit card or charge plate issued to the insured person, we will cover the loss.
      We will also pay for loss which results from unauthorized use of a fund transfer card issued to an insured person. A fund transfer card is one used for deposit, withdrawal or transfer of funds.
      But we will not cover use of the credit card, charge plate or fund transfer card by a resident of your household. We will also not cover use by someone to whom an insured person has given the card or plate. We will not cover any use unless the insured person has met all the terms under which the card or plate was issued.
   b. Check Forgery Coverage
      We cover loss to an insured person caused by forgery or alteration of a check. This includes all negotiable instruments.
   c. Counterfeit Money Coverage
      We cover loss sustained by an insured person through acceptance in good faith of counterfeit United States or Canadian paper currency.

We will not pay more than $1,000 for any one occurrence involving one or more of these coverages.

We do not cover any loss that arises from business pursuits or dishonesty of the insured person.

No deductible applies to these coverages.

If a claim is made or suit is brought against the insured person for liability under the Credit Card, Charge Plate or Fund Transfer Card Coverage, we will defend the insured person. We will use our lawyers and bear the expense.

We may at our option and at our expense, defend the insured person or that person's bank against a suit to enforce payment under the Check Forgery Coverage.

We may investigate any claim or settle any suit as we think appropriate. We will not defend after we have paid an amount equal to the limit of our liability.

4. Emergency Removal of Property
We will pay for property damaged in any way being removed or while removed from a premises because of danger from a peril we insure against.

Coverage is limited to a 30 day period from date of removal. Payments will not increase the amount of insurance applying to the covered property.

5. Necessary Repairs After Loss
We will pay the reasonable cost of necessary repairs made solely to protect covered property from additional damage following a loss from a peril we insure against. Payments will not increase the amount of insurance applying to the covered property.

6. Trees, Shrubs, Plants and Lawns
We will pay up to 5% of the Coverage A – Dwelling limit of liability shown on the Declarations page, for loss at the residence premises to trees, shrubs, plants, and lawns.

Coverage applies to loss caused by the following perils we insure against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the residence premises, Vandalism or Malicious Mischief or Theft. Payments are in addition to the amount of insurance applying to Dwelling Coverage.

We will not pay for:
   a. more than $500 on any one tree, shrub or plant;
   b. trees, shrubs, plants or lawns grown for business purposes.
Deductible
We will pay for loss to covered property minus the deductible, shown in the Declarations.

Property Conditions
These Conditions are in addition to those shown in the General Section.

1. Loss To A Pair or Set
We may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the difference between the actual cash value of the property before and after the loss.

2. Our Payment of Loss
We will adjust any loss with you, and pay you unless another payee is named on the Declarations page. We will pay within 60 days after we receive your proof of loss and the amount of the loss is finally determined by agreement between you and us, a court judgment or an appraisal award.

3. Mortgage
A loss shall be payable to any mortgagee named in the Declarations, to the extent of their interests and in the order of precedence. Mortgagee includes a trustee under a trust deed or a contract seller under a land contract.

Our Duties
We will:

a. protect the mortgagee's interests in the insured building; and
b. give the mortgagee 10 days notice before canceling this policy.

Mortgagee's Duties
The mortgagee will:

a. furnish proof of loss within 60 days if the insured person fails to do so;

b. pay upon demand any premium due if the insured person fails to do so;

c. notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;

d. give us the right of recovery against any party liable for loss; but giving us this right will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim; and

e. after a loss, permit us to satisfy the mortgagee requirement and receive full transfer of the mortgage.

Basic Coverage Part
This Coverage part, combined with the General Section and the Property Section, provides the property coversages you selected, as identified on the Declarations page.

This Coverage page includes:
Perils We Insure Against, Exclusions, and How Losses are Settled.

Perils We Insure Against
We cover direct loss to property covered under Dwelling - Coverage A, Other Structures - Coverage B and Personal Property - Coverage C caused by:

1. Fire or Lightning

2. Windstorm or Hail
This does not include loss:

a. caused directly or indirectly by frost, cold weather, ice, snow or sleet whether driven by wind or not;

b. to the interior of any building, or property within, caused by rain, snow, sand, sleet or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters;

c. to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building.

3. Explosion - But this does not include explosion of steam boilers, steam pipes, steam turbines, steam engines, rupture or bursting of water pipes or pressure relief valves.

4. Riot or Civil Commotion, including direct loss from pillage and looting during and at the site of the riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles
This peril does not apply to loss to fences, driveways and walks caused by vehicles owned or operated by an occupant of the residence premises.

7. Smoke, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism or Malicious Mischief
This peril does not apply to loss at any residence premises which has been vacant for more than 30 consecutive days immediately preceding the loss. A building under construction is not considered to be vacant. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.

9. Breakage of Glass or safety glazing materials, which is part of the building. We will not pay for loss at any residence premises vacant for more than 30 consecutive days immediately preceding the loss. A building under construction is not considered to be vacant. If law requires broken or damaged glass to be replaced with safety glazing materials, we will pay that cost.

10. Theft or Attempted Theft, including loss of property from a known place if it is likely that a theft has occurred.

a. This peril does not apply to theft:

(1) committed by an insured person; or
(2) in or from a dwelling under construction or of construction material and supplies until completed and occupied.

b. This peril does not apply to theft of the following from the part of the residence premises usually occupied by an insured person when it is rented to others:

(1) money, bank notes, bullion, coins and medals and other numismatic property, and precious metals including platinum, gold and silver, but not goldware or silverware;

(2) securities, manuscripts, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, tickets, stamps and other philatelic property.

(3) jewelry, watches, precious and semiprecious stones and furs, including any article containing fur which represents its principal value.

(4) any property if the theft is by any person renting that part of the residence premises.

c. This peril does not apply away from the residence premises to theft of:

(1) property while in any other dwelling or its premises owned, rented or occupied by an insured person except while an insured person is temporarily residing there. Property of an insured person who is a student is covered at a residence away from home if the student has been there at any time during the 45 days immediately before the loss.

(2) watercraft and its equipment, outboard motors, campers and trailers.

Exclusions - Losses We Do Not Cover
We do not cover loss resulting directly or indirectly from any of the following, and we do not cover any such loss regardless of any other peril or event contributing concurrently or in any sequence to the loss, whether the peril or event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

1. 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 we insure against.

2. earthquake, landslide, mudflow, earth sinking, rising or shifting, or eruption, explosion or effusion of a volcano. We do cover direct loss that follows caused by fire, explosion, breakage of glass or theft.

3. water damage meaning:

a. flood, surface water, waves, 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 which backs up through sewers or drains; 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, sidewalk, driveway or swimming pool.

We do cover any direct loss that follows caused by theft, fire or explosion.

4. failure or interruption of power or other utility service which occurs away from the residence premises. We will pay for loss caused solely by a peril we insure against that ensues at the residence premises.

5. neglect of an insured person to use all reasonable means to protect covered property at and after the time of loss.

6. war (declared or undeclared), civil war, insurrection, rebellion or revolution.

7. nuclear action, meaning nuclear reaction, radiation, radioactive contamination or discharge of nuclear weapons whether or not the consequence of nuclear action. Loss caused by nuclear action is not considered loss by perils of Fire, Explosion or Smoke.

Direct loss by fire resulting from nuclear action is covered.

8. sonic booms.

9. an action by or at the direction of an insured person committed with the intent to cause a loss.

10. any loss while the dwelling is being moved, including the period of time when leveling blocks or jacks are removed and all utilities have been disconnected.

11. fungus, wet rot or dry rot. This exclusion applies whether or not the fungus, wet rot or dry rot arises from any other cause of loss.

This exclusion applies to losses including, but not limited to:

a. any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, resulting from fungus, wet rot or dry rot;

b. any remediation of fungus, including but not limited to the cost to:

(1) treat, remove, or dispose of the fungus, wet rot or dry rot as required to repair, restore or replace covered property, or

(2) tear out and replace any part of the building or other property as needed to gain access to the fungus, wet rot or dry rot; or

c. the cost of any investigation, testing or monitoring to confirm any of the type, absence, presence or level of fungus, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.
12. any reduction in the value of property covered under this policy after it has been repaired as compared to its value before it was damaged.

How Losses Are Settled
1. Loss will be settled at actual cash value at the time of loss, subject to the following:
   We will pay no more than the smallest of:
   a. our cost to replace at the time of loss,
   b. the cost of repair,
   c. the applicable limit of liability shown on the Declarations page, or
   d. any special limit of liability stated in this policy.
2. We may make a cash settlement and take all or part of the property at its appraised or agreed on value, or repair or replace all or part of the property with property of like kind and quality. We must give you notice of our intention within 30 days after we receive your proof of loss.

Personal Liability Section - II
This Section, combined with the General Section, provides personal liability coverage, as identified on the Declarations page.

This Section includes:

Personal Liability Definitions
These Definitions are in addition to those shown in the General Section.
1. “Insured person” means:
   a. any person or organization legally responsible for animals or watercraft covered by this policy and owned by an insured person as defined in the General Section. 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 in the course of any business or without permission of the owners.
   b. with respect to any vehicle covered by this policy, any employee of an insured person as defined in the General Section, while engaged in the employment of that person.
   c. with respect to a vehicle covered by this policy, any other person using the vehicle with your permission on an insured premises.
2. “Association” means the membership of all property owners in a housing development.

Personal Liability - Coverage E
We will pay all sums arising out of an occurrence which an insured person becomes legally obligated to pay as damages because of bodily injury or property damage covered by this policy.

If a claim is made or suit is brought against the insured person for liability under this coverage, we will defend the insured person at our expense, using lawyers of our choice. We are not obligated to defend after we have paid an amount equal to the limit of our liability. We may investigate or settle any claim or suit as we think appropriate.

Medical Payments to Others - Coverage F
We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, prosthetic devices, eyeglasses, hearing aids and pharmaceuticals, and ambulance, hospital, licensed nursing and funeral services. These expenses must be incurred within three years from the date of an accident causing bodily injury covered by this policy.

Each person who sustains bodily injury is entitled to this protection when that person is:
1. on an insured premises with the permission of an insured person, or
2. elsewhere, if the bodily injury:
   a. arises out of a condition in the insured premises or the adjoining ways;
   b. is caused by the activities of an insured person or residence employee in the course of employment by an insured person;
   c. is caused by an animal owned by or in the care of an insured person; or
   d. is sustained by a residence employee arising out of and in the course of employment by an insured person.

We do not cover injury to:
1. insured persons;
2. any other person, except a residence employee, who resides regularly on any part of an insured premises.

We may pay the injured person or the party that renders the medical services.

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

Additional Coverages
We will pay, in addition to our limit of liability:
1. Damage To Property of Others
   Up to $500 per occurrence for property damage to property owned by others caused by an insured person. Payment will be on a replacement cost basis.

But, we will not pay for property damage:
   a. caused intentionally by an insured person who has attained the age of 13;
   b. to property owned by or rented to any insured person, any tenant of an insured person or any resident of your household;
   c. arising out of:
      (1) any act or omission in connection with a premises (other than insured premises) owned, rented or controlled by an insured person;
      (2) business pursuits; or
      (3) ownership, maintenance or use of a land motor vehicle, trailer, aircraft or watercraft;
   d. to property insured under the Property Section of this policy.

2. The Following Expenses
   a. All costs we incur in the settlement of any claim or defense of any suit,
   b. interest on the entire amount of damages awarded in any suit we defend against 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,
   c. premiums on bonds required in any suit we defend.
      But, we will not pay the premium for any portion of a bond amount that is greater than our limit of liability. We have no obligation to apply for or furnish bonds.
   d. loss of earnings up to $50 a day, but not other income, when we ask you to help us investigate or defend any claim or suit, and
   e. any other reasonable expenses incurred at our request.

3. First Aid Expenses
Expenses for immediate medical and surgical treatment for other persons at the time of the accident. We will pay only expenses which an insured person incurs for treatment of bodily injury covered by this policy.

4. Loss Assessment
   We will pay up to $1,000 for your share of loss assessment charged against all property owners under the policy period by a corporation or association, when assessment is made as a result of:
   a. a direct loss to property owned collectively by all members of the association, caused by a Peril We Insure Against in the Property Section of this policy.
   b. bodily injury or property damage to which Personal Liability coverage would apply.
   c. liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
      (1) the director, officer or trustee is elected by the members of a corporation or association; and
      (2) the director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association.

This coverage applies only to loss assessments charged against you as owner of the residence premises. We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Exclusions
Under Personal Liability - Coverage E and Medical Payments to Others - Coverage F, we do not cover:
1. bodily injury or property damage arising out of the ownership, maintenance, use, loading, unloading, or negligent entrustment of:
   a. aircraft, and their tires, parts, equipment, and accessories;
   b. a land motor vehicle for use on public roads owned or operated by or rented or loaned to an insured person.

We do provide coverage if the land motor vehicle is not subject to motor vehicle registration because it is:
(1) used exclusively to service the insured premises - except we do not cover all-terrain vehicles (ATV’s), utility vehicles (UTV’s), recreational off-road vehicles, or vehicles with less than 4 wheels; or
(2) kept in dead storage on the insured premises;
   c. a land motor vehicle, other than a golf cart while used for golfing, if the bodily injury or property damage occurs away from the insured premises;
   d. watercraft not located on the insured premises:
      (1) owned by an insured person if it has inboard or inboard-outdrive motor power;
      (2) rented to an insured person if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
      (3) owned by or rented to an insured person if it is a sailing vessel 26 feet or more in length; or
      (4) powered by one or more outboard motors with more than 25 total horsepower owned by an insured person at the inception of this policy. But this subdivision (4) does not apply if you write us within 45 days from the acquisition date that you want coverage.

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

2. bodily injury or property damage arising out of the rendering or failing to render professional services.
3. bodily injury or property damage arising out of business activities of an insured person. But, we will cover activities of that person not ordinarily incident to the business.

4. bodily injury or property damage arising out of any premises owned, rented or controlled by an insured person which is not an insured premises.

   But, we will cover bodily injury to a residence employee arising out of and in the course of employment by an insured person at such premises.

5. bodily injury or property damage expected or intended by or at the direction of an insured person.

6. bodily injury or property damage arising out of an illegal act by or at the direction of an insured person.

7. bodily injury or property damage arising out of war (declared or undeclared), civil war, insurrection, rebellion or revolution.

8. bodily injury or property damage which arises out of the transmission of a communicable disease by an insured person.

9. bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water course or body of water.

   But, this exclusion does not apply to bodily injury resulting from the accidental above ground contact with herbicides, pesticides, fungicides and fertilizers caused by the application of the same to an insured premises which results in medical treatment within one year (365 days) of said application.

10. bodily injury, property damage, or medical expenses arising out of or resulting from any actual, alleged or threatened sexual molestation, act, abuse, harassment, including any failure to supervise or negligent supervision of any person.

   We have no duty to defend or settle any sexual molestation claim or suit against an insured person or any employee of an insured person, or any other person.

11. claims or suits, and any included defense costs, seeking damages against any insured person for personal injury. Personal injury means any injury resulting from one or more of the following:

   a. false arrest, imprisonment, malicious prosecution and detention.

   b. wrongful eviction, wrongful entry, invasion of right of privacy.

   c. libel, slander, defamation of character.

   We have no duty to defend or settle any personal injury claim or suit against an insured person or any employee of an insured person, or any other person.

12. bodily injury or property damage which, in whole or in part, arises out of, is aggravated by or results from fungus, wet rot or dry rot.

13. liability imposed upon any insured person by any governmental authority for any loss which, in whole or in part, arises out of, is aggravated by or results from fungus, wet rot or dry rot.

**Exclusions**

Under Personal Liability - Coverage E, we do not cover:

1. liability assumed under any unwritten contract or agreement, or under a contract or agreement in connection with any business of an insured person.

2. property damage to property owned by an insured person.

3. property damage to property occupied or used by an insured person or rented to or in the care of an insured person. But, we will cover property damage to such property caused by fire, smoke or explosion.

4. bodily injury to a person if an insured person has or is required to have a policy providing workers compensation, non-occupational disability or occupational disease benefits covering the bodily injury.

5. bodily injury or property damage when an insured person is covered under a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.

6. bodily injury or property damage awards against an insured person in the form of exemplary or punitive damages.

7. bodily injury to:

   a. you;

   b. your relatives residing in your household; and

   c. any other person under the age of 21 residing in your household who is in your care or the care of a resident relative.

**Exclusions**

Under Medical Payments to Others - Coverage F, we do not cover:

1. bodily injury to a person who is entitled to benefits which are provided or required to be provided under any workers' compensation, non occupational disability or occupational disease law.

2. bodily injury from any nuclear reaction, radiation or radioactive contamination or any consequence of any of these.

**Personal Liability Conditions**

These Conditions are in addition to those shown in the General Section.

1. **Duties of an Injured Person - Medical Payments to Others**

   **Coverage F**

   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 possible.

   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.

2. **Limits of Liability**

   Regardless of the number of insured persons, injured persons, claims made or suits brought, our liability is limited as follows:

   a. As respects **Personal Liability - Coverage E**, the limit of liability stated on the Declarations page is the total limit of our liability for all damages resulting from any one occurrence.

   b. As respects **Medical Payments to Others - Coverage F**, the limit of liability stated on the Declarations page as applicable to “each person” is our limit of liability for all medical expenses for bodily injury to any one person as the result of any one accident. Subject to the limit for “each person”, our limit for bodily injury to two or more persons in any one accident shall not exceed the limit of liability stated on the Declarations page as applicable to “each accident”.

3. **Solvability of Insurance**

   This insurance applies separately to each insured person against whom claim is made or suit is brought, subject to our limits of liability for each occurrence.

4. **Suit Against Us**

   We may not be sued under **Personal Liability - Coverage E** 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 - Personal Liability - Coverage E**

   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.

**Mutual Conditions**

1. **Mutuality of Policy**

   By accepting this policy, you become a member of the Oklahoma Farm Bureau Mutual Insurance Company with all the rights and privileges of a member as provided in the Company By-laws in force at the time this policy takes effect, or that may become in force during the continuance of this policy. This will entitle you to vote your membership at any annual or regularly called special meeting either in person or by proxy executed on the application for this policy.

2. **No Contingent Liability**

   This policy is nonassessable.

3. **Participation In Savings and Earnings**

   This policy is on the mutual or participating plan, and you, during the continuance of this policy, will be entitled to participate in this Company's savings and earnings as the Board of Directors may determine, in accordance with applicable law, to distribute to the policyholders of your class or division.

**Acceptance of Policy**

By acceptance of this policy, you agree that the statements in the applications and the Declarations Page are your agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy, as it relates to this insurance, embodies all agreements existing between yourself and us or any of our agents.

This policy is signed on the Declarations Page by a duly authorized representative of the Oklahoma Farm Bureau Mutual Insurance Company in Oklahoma City, Oklahoma.