The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

# Nevada Amendatory Endorsement - AVP319-1

- In the **General** section of the policy, the following changes are made:
  - A. Under **Definitions Used In This Policy**, item 14. has been replaced by the following:
    - 14. **You** or **Your** means the policyholder named on the Policy Declarations and:
      - a) That person's resident spouse; or
      - b) If a resident of the same household, a party who has entered into a domestic partnership or civil union, as recognized by the state in which this policy was issued, with the policyholder named on the Policy Declarations.
  - B. The following change is made to the provisions throughout **your** policy documents:

The term "spouse" also includes, if a resident of the same household, a party who has entered into a domestic partnership or civil union, as recognized by the state in which this policy was issued, with the policyholder named on the Policy Declarations."

C. The **Cancellation** provision is replaced by the following:

#### **Cancellation**

## Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

# **Our Right to Cancel:**

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 70 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason by giving **you** at least 10 days notice before the cancellation takes effect.

When the policy has been in effect for 70 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1. nonpayment of premium; or
- material representation or fraud when obtaining the policy, or when submitting a claim under the policy; or
- there has been a material change in the nature or extent of the risk we originally accepted which causes risk of loss to be substantially and materially increased; or
- 4. violation of any of the policy terms or conditions; or
- conviction of an **insured person** of a crime arising out of acts increasing the hazard insured against; or
- 6. a determination by the Commissioner of Insurance that the continuation of the policy would violate the Nevada Insurance Code.

If the cancellation is for nonpayment of premium, **we** will mail **you** notice 10 days before the cancellation takes effect. If the cancellation is for any other reason, **we** will mail **you** notice at least 30 days before the cancellation takes effect.

**Our** mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice.

Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

## **Our Right Not to Renew or Continue:**

**We** have the right not to renew or continue the policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 30 days before the end of the premium period. **Our** mailing the notice of nonrenewal to **you** will be deemed proof of notice.

D. The following provisions are added:

### **Payment**

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

## **Charge for Insufficient Funds**

If at any time, **your** payment of any premium amount due is made by check, electronic transaction, or other remittance which is not honored because of insufficient funds or a closed account, **you** will be charged a fee.

- II. In Section I—Your Property, under Property We Cover Under Coverage C, item 1 is replaced by the following:
  - Personal property owned or used by an insured person anywhere in the world. When personal property is located away from the residence premises, coverage is limited to 10% of Personal Property Protection-Coverage C.

This limitation does not apply to personal property:

- a) in a newly acquired principal residence for the 30 days immediately after you begin to move property there; or
- in use at a temporary residence when a direct physical loss we cover makes your residence premises uninhabitable.
- III. In Section I—Additional Protection, Additional Living Expense is replaced by the following:
  - 1. Additional Living Expense

We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover under Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C makes your residence premises uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable

under Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection-Coverage A**, **Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property we cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 24 months.

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

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

**We** do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

IV. In **Section I Conditions**, the **Our Settlement Of Loss** provision is replaced by the following:

#### **Our Settlement Of Loss**

**We** will settle any covered loss with **you** unless some other person or entity is named in the policy. **We** will settle within 30 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award or court judgment.

All other policy terms and conditions apply.