### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SPECIAL PROVISIONS – NEVADA**

Throughout this policy, the following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Depreciation is applicable to the cost of labor unless specifically prohibited by law. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

#### DEFINITIONS

Paragraph **A.** is replaced by the following:

- **A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:
  - 1. The spouse; or
  - 2. A party who, with the "named insured", has entered into a domestic partnership recognized under Nevada law;

if a resident of the same household.

"We", "us" and "our" refer to the company providing this insurance.

Paragraph **B.3.** "Business" is replaced by the following:

- 3. "Business" means:
  - A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
  - **b.** Any other activity engaged in for money or other compensation, except the following:
    - One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

- (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
- (4) The rendering of home day care services to a relative of an "insured";
- **c.** The lease of land, buildings, structures or personal property; or
- **d.** Any activity or process involving the extraction of gas, oil, minerals or any other substance from the land.

#### SECTION II – EXCLUSIONS

# E.Coverage E – Personal Liability And Coverage F – Medical Payments To Others

The following paragraphs are added:

#### 9. Criminal Acts

"Bodily injury" or "property damage" arising out of or in connection with a criminal act of any "insured".

#### **10. Intentional and Malicious Acts**

"Bodily injury" or "property damage" arising out an intentional and malicious act by or at the direction of any "insured".

#### F. Coverage E – Personal Liability

Paragraph **F.1.c.** is added:

**c.** Arising out of any written or oral statement made by you or others on your behalf which is material to the sale of any property.

#### **SECTION II – CONDITIONS**

Paragraph **A. Limit Of Liability** is replaced by the following:

#### A. Limit Of Liability

 Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E Limit Of Liability shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

#### 2. Sublimit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is 10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

- The limit of liability in 1. above and sublimit in
  above apply regardless of the number of "insureds", claims made or persons injured.
- 4. Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Limit Of Liability for Coverage F as shown in the Declarations.

This condition does not apply with respect to damages arising out of "fungi", wet or dry rot, or bacteria when Endorsement **HO 04 26, HO 04 27** or **HO 04 28** is attached.

#### **SECTIONS I AND II – CONDITIONS**

#### C. Cancellation

Paragraph 1. is replaced by the following:

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

Paragraph **2.c.** is replaced by the following:

- **c.** When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
  - (1) If you have made a material misrepresentation in the policy application which we have relied upon in affording coverage; or
  - (2) If the insured risk has substantially changed since the policy inception date and such change would warrant a substantial difference in the premium charged.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

Paragraph **G. Death** is replaced by the following:

#### G. Death

If any person named in the Declarations or:

- **1.** The spouse, if a resident of the same household; or
- 2. A party who, with the "named insured", has entered into a domestic partnership recognized under Nevada law, if a resident of the same household;

dies, the following apply:

- 1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
- 2. "Insured" includes:
  - **a.** An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
  - **b.** With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

All other provisions of this policy apply.