

REQUIRED CHANGE - NEVADA
11286 08/13

DEFINITIONS

The **family member** definition is changed to read:

Family member means a person who resides in your household and is related to you by blood, marriage, adoption, or as a registered domestic partner under Nevada law. This includes a ward or a foster child.

The following definition is added:

Personal Injury means injury to a tenant or resident of the dwelling described on the Declarations Page, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. Wrongful eviction from or wrongful entry into that dwelling.
2. False arrest, detention or imprisonment associated with or as a consequence of that wrongful eviction or wrongful entry.
3. Malicious prosecution of any such tenant or resident associated with or as a consequence of that wrongful eviction or wrongful entry.
4. Wrongful invasion of the right of private occupancy held by that tenant or resident.
5. Oral or written publication, in any manner, of material that slanders or libels that tenant or resident.
6. Oral or written publication, in any manner, or material that violates the right to privacy held by that tenant or resident.

SECTION I - Your Property Coverage

The following is added:

Your Additional Benefits

We may work with merchants to provide the best possible value for services and replacement of your property. If we are able to negotiate discounts or other benefits with merchants, we will extend those discounts or other benefits to you. You may contact the merchants directly. When you do, you may be afforded additional discounts and services. You are under no obligation to purchase any property or services from these merchants, nor are we obligated to provide these benefits.

If your Declarations Page displays Coverage D - Loss Of Rents, the following SECTION I provision applies:

Coverage D - Loss Of Rents is changed to read:

Coverage D - Loss Of Rents

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time. At the time of the loss, a completed and signed written agreement to rent or lease must exist.

We will pay loss of rents only for the shortest time needed to make the dwelling habitable. This coverage will pay

actual loss of rents up to a monthly maximum of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

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

No deductible will apply to this coverage.

SECTION I - Insured Perils

9. is changed to read:

9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

SECTION I - Exclusions

10. is changed to read:

10. Loss caused by vandalism, burglary, malicious mischief, theft or any other unlawful taking of property if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.

This exclusion does not apply to ensuing loss caused by fire or explosion.

If your Declarations Page displays Coverage F - Premises Liability and Coverage G - Medical Payments to Others, the following SECTION II provisions and exclusions apply:

SECTION II - Your Liability Coverages

Coverage F - Premises Liability is changed to read:

Coverage F - Premises Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises** to which this coverage applies, or if a claim is made or a suit brought against you for damages because of **personal injury**, caused by an offense to which this coverage applies, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for compensatory damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident or offense equals the Limit of Liability. Coverage F - Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** during the Policy Period shown on the Declarations Page, and to **personal injury** only if the offense occurs during the Policy Period shown on the Declarations Page.

SECTION II - Exclusions

The following exclusions apply to Personal Injury Liability Coverage only.

We will not pay for **personal injury**:

1. To any of you other than an employee described in the insuring agreement.
2. Arising out of liability assumed by any of you in any contract or agreement whether before or after the offense occurs.
3. Caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of any of you.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.
5. Arising out of the loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of nuclear reaction, radiation or radioactive contamination.
7. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.
8. Caused by or at the direction of any of you with the knowledge that the act would violate the rights of another and inflict **personal injury**.

9. Arising out of the rendering or failing to render professional services.

10. Arising out of **business** pursuits of any of you.

Policy Conditions

The following is added to:

3. **Concealment or Fraud:**

This does not exclude coverage for any of you who did not know or suspect that this action would occur and who did not participate in our contribute to this action in any way, either actively or passively.

10. **Changes in Your Policy** is changed to read:

Changes.

a. Policy Changes

- (1) If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.
- (2) If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.
- (3) The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.
- (4) If your policy is renewed, we will furnish you any form revisions applicable to your policy.

b. Midterm Rate Changes

The premium you are charged for this policy is based on information that you provided to us, and on information we gather from other sources. You must immediately inform us if any of the information you have provided to us changes, is incomplete, or is incorrect. Based on the changed, completed or corrected information, we may decrease or increase the premium for your policy during the Policy Period.

Any premium increase or decrease will be based on the rules and rates in effect at the inception of the Policy Period.

16. **Your Duties to Maintain Policy Amounts of Insurance** is changed to read:

Your Duties to Maintain Policy Amounts of Insurance. It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property. But to help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is

made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance, you may do so by contacting your insurance representative.

The following conditions are added:

Cancellation. You may cancel your policy by returning the Declarations Page to us or by mailing to us a written notice telling us the advance date that cancellation is to become effective.

If a mortgagee is named on the Declarations Page, we will provide acknowledgment to the mortgagee regarding cancellation of the mortgagee's interest in this policy by any legal means available.

We may cancel this policy for any reason during the first 69 days we insure you. After the first 69 days we may cancel your policy if any of the following occur:

- a. Failure to pay a premium when due;
- b. Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
- d. Discovery of:
 - (1) An act or omission; or
 - (2) A violation of any condition of the policy, which occurred after the first effective date of the current policy and substantially and materially increases the hazard insured against;
- e. A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- f. A determination by the Commissioner that continuation of the insurer's present volume of premiums would jeopardize the insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public; or
- g. A determination by the Commissioner that the continuation of the policy would violate, or place the insurer in violation of, any provision of the Code.

We will mail a cancellation notice to you at least 30 days (10 days if you have not paid the premium) before this policy is cancelled. We will mail a cancellation notice to your last address known to us or your insurance representative. We will also give notice to your mortgagee.

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.

Your mortgagee may cancel this policy if your dwelling has been repossessed or your mortgagee has otherwise acquired ownership of it. The mortgagee may then cancel this policy on behalf of all parties who have an interest insured by this policy and upon surrender of this policy.

If there is any refund of premium due you, we will mail it to you with your cancellation notice or as soon as possible after we mail the notice. Return premium will be calculated pro rata. If you cancel, return premium will be subject to any Minimum Earned Premium shown on the Declarations Page of this policy. Pro rata cancellation means that we keep premium only for the period of time you were insured. If your premium is financed, that financing interest will be recognized in any refund due.

Nonrenewal. We agree to offer to renew your policy unless we mail to you, at least 30 days before the ending policy term date shown on the Declarations Page, written notice of our intention not to renew this policy.

Automatic Termination. If we offer to renew or continue this policy, but you or your representatives do not accept our offer, then this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

Notice of Cancellation or Nonrenewal. The Notice of Cancellation or Nonrenewal will be mailed, fully prepaid, to you and the mortgagee. If notice is mailed, proof of mailing will be sufficient proof of notice.

We will address the cancellation or nonrenewal notice to your address shown in the policy. Under the authority of federal law, the United States Postal Service and its authorized agents or vendors may forward the cancellation or nonrenewal notice to an updated address per any change of address that you have presented to or filed with the United States Postal Service. If notice is mailed, proof of mailing will be sufficient proof of notice.

The effective date and reason for cancellation or nonrenewal will be stated in the notice.

If we fail to provide a timely written notice of nonrenewal as required, we will provide you with a policy on the same terms as the expiring policy. This does not apply if you have requested or agreed to nonrenewal or if you have accepted replacement coverage.