

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA AMENDATORY ENDORSEMENT

THIS ENDORSEMENT INCLUDES LIMITATIONS AND RESTRICTIONS

This endorsement changes the following sections of your policy:

Definitions (Includes Limitations), Section B. is amended as follows:

1. "Actual Cash Value", is amended such that the last paragraph is deleted and replaced by the following:

In determining depreciation, "we" will consider wear and tear, deterioration, obsolescence, age, physical condition, and reduced market value of the property. The rate of depreciation shall be the same for both labor and materials. "We" will not pay any cost to repair or replace the undamaged portion of covered property for the purpose of matching the color, texture, or appearance of the replaced or repaired property. "Actual cash value" does not include increased costs due to applicable building codes, laws, or ordinances.

14. "Replacement Cost", is amended such that subparagraph **a.** is deleted and replaced by the following:

- a.** Under Loss Settlements 1 and 2, **Coverage EE Additional Replacement Cost**, and **Coverage HH Extended Replacement Cost**, the cost actually and necessarily incurred to repair or replace the damaged property using standard new construction materials of like kind and quality and standard new construction techniques. "We" will not pay the additional cost to repair, replace, or reproduce obsolete or antique construction. "We" will not pay any cost to repair or replace the undamaged portion of covered property for the purpose of matching the color, texture, or appearance of the replaced or repaired property. "Replacement cost" does not include any increased cost due to applicable building codes, laws, or ordinances.

SECTION 1

Under **Conditions - SECTION 1 (Includes Limitations)**, item **A. Limit Of Liability** is deleted and replaced by the following:

A. Limit Of Liability

1. "Our" total liability under **Liability, Coverage A** for all damages resulting from anyone "occurrence" will not be more than the **Liability, Coverage A** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insured's", injured persons, claims made, persons liable, claimants, or policies involved. 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. Subject to paragraph 1. above, "our" total liability under **Liability, Coverage A** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sub-limit is within, but does not increase the **Liability, Coverage A** limit of liability.

3. The amount of insurance in 1. above and sub-limit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. "Our" total liability under **Medical Payments, Coverage B** 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 each person as stated in the Declarations. "Our" liability for each occurrence as stated in the Declarations is limited to all medical expenses for "bodily injury" to two or more persons.

SECTION 5

A. Additional Coverages (Includes Limitations), 3. Building Ordinance, is amended to add the following exclusion to **c.**:

- (3) The cost to comply with any ordinance or law which requires any "insured" to repair or replace the undamaged portion of covered property for the purpose of matching the color, texture, or appearance of the replaced or repaired property.

SECTION 6

Coverage EE Additional Replacement Cost is amended such that items 1. and 3. are deleted and replaced by the following:

1. Under **Conditions – SECTION 2 through 6**, paragraph **A. Insurable Interest And Limit Of Liability** is deleted and replaced by the following:

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, "we" will only be liable to an "insured" in any one "occurrence" for the lesser of the following:

1. the amount of such "insured's" interest at the time of loss; or
2. the applicable limit of liability. However, "we" will settle covered losses to the dwelling building under **Dwelling, Coverage C** at "replacement cost" without regard for the limit of liability.

"You" must notify "us" within 90 days of the start of any addition to or remodeling of the dwelling which will increase the value by \$5,000 or more and pay any additional premium. If "you" do not notify "us", "we" will not be liable for more than the limit of liability shown in the Declarations.

3. A new item **1.b.** is added to Loss Settlement 1 - 80% Insurance Requirement in **Conditions- SECTIONS 2 through 6**, paragraph **C. Loss Settlement**, which states:
 - b. "We" will not pay more than "actual cash value" of the damage or the applicable limit of liability as shown in the Declarations, whichever is less, until actual repair or replacement is complete, unless:
 - (1) the "replacement cost" is less than \$2,500, and
 - (2) "you" provide notice of the loss to "us" within one year of the date of loss.

With respect to losses as a result of peril **4. Windstorm or Hail**, "we" will not pay more than "actual cash value" until actual repair or replacement is complete, unless:

- i. the "replacement cost" is less than \$5,000, and
- ii. "you" provide notice of the loss to "us" within one year of the date of loss.

"You" have one year from the date of the loss to repair or replace the damaged property and request the difference between the amount already paid and the "replacement cost". Actual repair or replacement of damaged property within one year of the date of loss is a condition precedent to recovery of "replacement cost".

Coverage HH Extended Replacement Cost, items **1.** and **3.** are deleted and replaced by the following:

1. Under **Conditions – SECTION 2 through 6**, paragraph **A. Insurable Interest And Limit Of Liability** is deleted and replaced by the following:

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, “we” will only be liable to an “insured” in any one “occurrence” for the lesser of the following:

1. the amount of such “insured’s” interest at the time of loss; or
2. the applicable limit of liability. However, “we” will settle covered losses to the dwelling building under **Dwelling, Coverage C** at “replacement cost”, up to a maximum of 120% of the limit of liability shown in the Declarations.

“You” must notify “us” within 90 days of the start of any addition to or remodeling of the dwelling which will increase the value by \$5,000 or more and pay any additional premium. If “you” do not notify “us”, “we” will not be liable for more than the limit of liability shown in the Declarations.

3. A new item **1.b.** is added to Loss Settlement 1 - 80% Insurance Requirement in **Conditions- SECTIONS 2 through 6**, paragraph **C. Loss Settlement**, which states:
 - b. “We” will not pay more than “actual cash value” of the damage or the applicable limit of liability as shown in the Declarations, whichever is less, until actual repair or replacement is complete, unless:
 - (1) the “replacement cost” is less than \$2,500, and
 - (2) “you” provide notice of the loss to “us” within one year of the date of loss.

With respect to losses as a result of peril **4. Windstorm or Hail**, “we” will not pay more than “actual cash value” until actual repair or replacement is complete, unless:

- i. the “replacement cost” is less than \$5,000, and
- ii. “you” provide notice of the loss to “us” within one year of the date of loss.

“You” have one year from the date of the loss to repair or replace the damaged property and request the difference between the amount already paid and the “replacement cost”. Actual repair or replacement of damaged property within one year of the date of loss is a condition precedent to recovery of “replacement cost”.

Exclusions - SECTIONS 2 through 6

Item **A.14. Unoccupied Dwelling** is deleted and replaced by the following:

14. Unoccupied Dwelling

Vandalism, malicious mischief, or theft, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism, malicious mischief, or theft, if the dwelling has been unoccupied for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered unoccupied.

Item **A.20. Metal Roof Coverings** is added:

20. Metal Roof Coverings

“We” do not cover cosmetic loss or damage to metal roof coverings caused by hail. As used in this exclusion, cosmetic loss or damage means damage that alters the physical appearance of the metal roof covering but does not result in damage that allows the penetration of water through the metal roof covering, or does not result in the failure of the metal roof covering to keep out elements over an extended period of time. As used in this

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exclusion, metal roof coverings includes the metal roofing material exposed to the weather, the underlayments applied for moisture protection, and all flashings required in the replacement of a metal roof covering.

Item **A.21. Matching** is added:

21. Matching

The cost to repair or replace the undamaged portion of covered property for the purpose of matching the color, texture, or appearance of the replaced or repaired property.

Conditions - SECTIONS 2 through 6 (Includes Limitations)

Item **A. Insurable Interest And Limit Of Liability** is deleted and replaced by the following:

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, "we" will only be liable to an "insured" in any one "occurrence" for the lesser of the following:

1. the amount of such "insured's" interest at the time of loss; or
2. the applicable limit of liability.

In **C. Loss Settlement**, subparagraph **1.** is amended such that items **c.** and **d.** are deleted and replaced by the following:

c. "We" will not pay more than "actual cash value" of the damage or the applicable limit of liability as shown in the Declarations, whichever is less, until actual repair or replacement is complete, unless

- (1) the "replacement cost" is less than \$2,500,
- (2) the "replacement cost" is less than 5% of the applicable limit of liability, and
- (3) "you" provide notice of the loss to "us" within one year of the date of loss.

With respect to losses as a result of peril **4. Windstorm or Hail**, "we" will not pay more than "actual cash value" until actual repair or replacement is complete, unless:

- i. the "replacement cost" is less than \$5,000, and
- ii. "you" provide notice of the loss to "us" within one year of the date of loss.

d. "You" have one year from the date of the loss to repair or replace the damaged property and request the difference between the amount already paid and the "replacement cost". Actual repair or replacement of damaged property within one year of the date of loss is a condition precedent to recovery of "replacement cost".

General Policy Conditions (Includes Limitations)

In item **D. Cancellation**, paragraphs **2.b.** and **2.c.** are deleted and replaced by the following:

2.b. When this policy has been in effect for less than 70 days and is not a renewal with "us", "we" may cancel for any reason by notifying "you" at least 30 days before the date cancellation takes effect.

2.c. When this policy has been in effect for 70 days or more, or at any time if it is a renewal with "us", "we" may cancel if there has been a:

- (1) Conviction of any "insured" of a crime arising out of acts increasing the hazard insured against;
- (2) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder:

(3) Discovery of:

- (a)** An act or omission; or
- (b)** A violation of any condition of the policy,

which occurred 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.

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

Should you have a complaint regarding this policy, you may contact:

Customer Relations
COUNTRY MUTUAL Insurance Company
P.O. Box 2100
Bloomington, Illinois 61702-2100
Telephone (866) 927-3678

Nothing contained here varies, alters, or extends and provision of this policy except as provided in this endorsement.