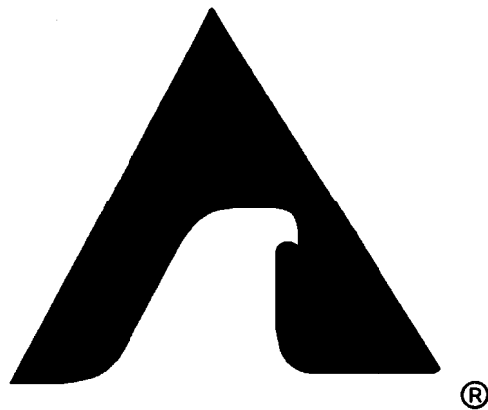


**RENTERS INSURANCE
POLICY**



**AMERICAN MODERN HOME
INSURANCE COMPANY**

AMELIA, OHIO

**MAIN ADMINISTRATIVE OFFICE
MAILING ADDRESS**

**P. O. BOX 5323
CINCINNATI, OHIO 45201-5323
1-800-543-2644**

AMERICAN MODERN HOME INSURANCE COMPANY
A Stock Insurance Company

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READ YOUR POLICY CAREFULLY

For service information or questions concerning this policy,
contact your agent or call our executive office at
1-800-543-2644.

INTRODUCTION

In this policy, "you" and "your" refer to the person(s) shown on the Declarations Page as an **insured** and that person's spouse and the relatives of either if they are residents of your household. Other persons may be insured under this policy but must be named on the Declarations Page or any endorsement made a part of this policy. Refer to the **DEFINITIONS** section for detail. "We", "us" and "our" refer to the Company providing this policy.

We encourage you to read this and all attached documents. For your convenience refer to the Table of Contents for some of the more frequently referenced subjects.

Words and phrases in bold type have the meaning given them in the **DEFINITIONS** section. Refer to the Table of Contents.

For the applicable limits of insurance refer to the Declarations Page and to the **ALL SUBJECT TO THE FOLLOWING LIMITATIONS** section on page 3.

AGREEMENT

We will provide insurance described in this policy in return for the premium and your compliance with all provisions of this policy including endorsements.

DEFINITIONS

Certain words or phrases which are printed in **bold** type in this policy are defined as follows:

1. **Accident** means an undesigned, unexpected and rapidly occurring event.
2. **Accidental** means undesigned, unexpected, and rapidly occurring.
3. **Actual cash value** means the cost to repair or replace property with new materials of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.
4. **Aircraft** means any conveyance used or designed for navigation or flight in the air.
5. **Bodily injury** means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **Business** includes trade, a profession or occupation, and the rental or holding for rental of any part of any premises by any **insured**. Part time, self employed activities by any **insured** under the age of 18, such as newspaper delivery, baby sitting or lawn care, are not **business**.

7. **Insured** means you and:
 - a. the following resident(s) of your household:
 - (1) your relatives;
 - (2) any other person under the age of 21 who is in the care of any person named in 7.a.(1) above.
 - b. if the entity named on the Declarations Page is a **business** entity, **insured** means any individual while residing at the **residence premises** with the permission of the **business** entity.
 - c. with respect to insurance provided under the **LIABILITY SECTION**, and only with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or for watercraft which are owned by you or any person included in Definition 7.a. or 7.b. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner, is not an **insured**.
 - d. with respect to insurance provided in the **LIABILITY SECTION** and only with respect to any vehicle to which this policy applies:
 - (1) any person while engaged in your employment or the employment of any person included in Definitions 7.a. or 7.b.
 - (2) any other person using the vehicle at an **insured location** with your permission.
8. **Insured contract** means a written contract under which you assume the tort liability of a person or persons retained by you to perform maintenance services at the **residence premises** to pay damages because of **bodily injury** or **property damage** arising out of the maintenance services. The contract or agreement must be made and be effective prior to the **bodily injury** or **property damage**.
9. **Insured location** means:
 - a. the **residence premises**.
 - b. the part of any premises which is used by you as a residence and:
 - (1) which is shown on the Declarations Page; or
 - (2) which is acquired by you during the policy period for your use as a residence.
 - c. any premises used by you in connection with the premises included in 9.a. or 9.b. above.
 - d. any part of a premises not owned by any **insured** where any **insured** is temporarily

residing.

- e. vacant land, other than farmland, owned by or rented to any **insured**.
- f. land owned by or rented to any **insured** on which a one or two family dwelling is being built as a residence for any **insured**.
- g. individual or family cemetery plots or burial vaults of any **insured**.
- h. any part of a premises occasionally rented to any **insured** for other than **business** purposes.

10. **Landlord** means the owner, landlord, or property manager of the **residence premises**.

11. **Motor vehicle** means any motorized land conveyance and any trailer while being towed including their parts, equipment and accessories whether or not the parts, equipment and accessories are in or upon the **motor vehicle**. For the purposes of this policy, the following are included in the definition of **motor vehicles**:

Electronic equipment designed to be operated solely by use of the power from the electrical system of **motor vehicles**, including antennas, citizen band radios, radio telephones, car phones, radio transceivers, disc players, tape players, equalizers, speakers, and satellite navigation equipment.

For the purposes of this policy, the following are not included in the definition of **motor vehicles**:

- a. while at an **insured location**, vehicles used by any **insured** which are designed for recreational use off public roads and which are not subject to **motor vehicle** registration.
 - b. golf carts while on a golf course.
 - c. vehicles not designed for travel on public roads and not subject to **motor vehicle** registration designed for assisting the handicapped or for the maintenance of an **insured location**.
12. **Nuclear energy liability policy** is a policy issued by:
- a. American Nuclear Insurers; or
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada; or
 - d. any of their successors.
13. **Occurrence** means an **accident** including exposure to conditions or repeated exposure to the same harmful conditions.

14. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

15. **Property damage** means:

- a. physical injury to tangible property including resulting loss of use of that property.
- b. loss of use of tangible property that is not physically injured.

16. **Residence employee** means an employee of any **insured** who performs duties in connection with the maintenance or use of the **residence premises**. These duties may include household or domestic services. **Residence employee** also includes an employee who performs duties elsewhere of a similar nature not in connection with the **business** of any **insured**.

17. **Residence premises** means any building where you reside and any storage unit or enclosed and secured garage furnished for your exclusive use which is shown as the **residence premises** on the Declarations Page.

18. **Volcanic action** means lava flow, airborne shockwaves, ash, dust or other particulate matter caused by or resulting from volcanic eruption. One or more volcanic eruptions that occur within a seventy-two (72) hour period will be considered as one volcanic eruption.

PROPERTY SECTION

1. INSURING AGREEMENT

We insure you against **accidental** direct physical loss of or damage to personal property owned or rented by you. We also insure additions and alterations to the **residence premises** made by you at your expense during your tenancy. The loss or damage must be caused by a peril described in the **PERILS CLAUSE**. We also cover you against any resulting increase in your living expenses necessarily incurred. Also, when a civil authority prohibits your use of the **residence premises** because of loss or damage caused by a peril insured against to neighboring premises, we will pay any resulting additional living expense necessarily incurred by you for a period not exceeding two (2) weeks. We do not cover loss or expense due to cancellation of a lease or rental agreement.

2. PERILS CLAUSE

- a. Fire or lightning.
- b. Theft.

- c. Windstorm or hail.
- d. Explosion.
- e. Riot or civil commotion.
- f. **Aircraft.**
- g. Vehicles.
- h. Smoke, meaning damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
- i. Vandalism or malicious mischief.
- j. Breakage of glass:
 - (1) which is part of a building and which you have installed at your expense during your tenancy, or
 - (2) for which you are made responsible as a result of a written lease or rental agreement directly relating to the maintenance of the **residence premises**. But glass breakage arising out of earthquake is not covered.
- k. Falling objects which, after damaging or penetrating the roof or wall of a building, damage covered property. Damage to the falling object itself is not covered.
- l. Weight of ice, snow or sleet but not including loss or damage to trees, shrubs or plants.
- m. Discharge or overflow of water or steam from a plumbing, heating, air conditioning or automatic fire protective sprinkler system; household appliance; or waterbed.
- n. Freezing or tearing apart, cracking, or bulging of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.
- o. Damage from artificially generated electrical current.
- p. Damage to covered property contained inside the building occupied by you at the **residence premises** from rain which penetrates the roof or wall of a building other than through an open door, window, or skylight.
- q. **Volcanic action.**

3. **ALL SUBJECT TO THE FOLLOWING LIMITATIONS**

With respect to any one **accident**, we will not be liable for more than the Property Limit stated on the Declarations Page for all covered loss. Furthermore, we will not pay any more than the

amounts shown below for the following types of property:

- a. \$5,000 or 20% of the Property Limit stated on the Declarations Page, whichever is more, is the most we will pay for personal property away from the **residence premises**. This limitation for property away from the **residence premises** shall not apply to property which is removed from the **residence premises** for the purpose of repair or servicing. Personal property at your newly acquired residence is not subject to this limitation for the thirty (30) days from the time you begin to move the property there.
- b. \$5,000 for loss of or damage to personal property which is in or upon a **motor vehicle**.
- c. \$5,000 for loss of or damage to **business** personal property while situated at the **residence premises**.
- d. \$500 for loss of or damage to **business** personal property while away from the **residence premises**.
- e. \$250 for loss of or damage to tapes, records, discs or other media for use with any electronic apparatus while such property is in or upon a **motor vehicle**.
- f. \$1,000 for loss of or damage to securities and manuscripts.
- g. \$250 for loss of or damage to money.
- h. \$1,000 for loss of or damage to sports cards, stamps, coins and all other philatelic and numismatic property.
- i. \$1,000 for loss of or damage to trailers not used with watercraft.
- j. \$1,000 for loss of or damage to watercraft or **aircraft** and their furnishings, equipment and motors.
- k. \$1,000 in the aggregate for loss or damage by theft of furs.
- l. \$2,500 for loss or damage by theft of firearms.
- m. \$2,500 in the aggregate for loss or damage by theft of silverware, silver plated ware, goldware, gold plated ware and pewterware. This includes hollow ware and flatware.
- n. Coverage for loss or damage by theft of watches, jewelry, precious and semiprecious stones and metals is limited in the aggregate to the amount of insurance shown on the Declarations Page for unscheduled jewelry.

4. **ALL SUBJECT TO THE FOLLOWING EXCLUSIONS**

a. **PROPERTY NOT COVERED BY THIS INSURANCE**

- (1) **Motor vehicles.**
- (2) Animals, meaning all living things except plants.
- (3) Land and land values.
- (4) Real property, other than additions and alterations made by you at your expense during your tenancy at the **residence premises.**

b. **LOSS NOT COVERED BY THIS INSURANCE**

We do not insure you against loss of or damage to covered property resulting directly or indirectly from any of the following, however caused:

- (1) Loss or damage from earthquake. If fire or explosion ensues, we will be liable only for the ensuing direct damage from the fire or explosion.
- (2) Loss or damage from earth movement, including landslide, mudflow, and earth sinking, rising or shifting. If fire or explosion ensues, we will be liable only for the ensuing direct damage from the fire or explosion.
- (3) Flooding, including:
 - (a) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these whether driven by wind or not.
 - (b) water which backs up through sewers or drains.
 - (c) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure. If fire or explosion ensues, we will be liable only for the ensuing direct damage from the fire or explosion.
- (4) Wear and tear, deterioration, mechanical breakdown, inherent vice, latent or patent defect, rust, mold, wet or dry rot, insects or vermin. If fire, explosion or damage from water not otherwise excluded ensues, we will be liable only for the ensuing direct damage from the fire, explosion or water not otherwise excluded.

- (5) Unexplained or mysterious disappearance.
- (6) Hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, or action taken in hindering, combating, or defending against such an occurrence or against actual, impending, or expected attack by:
 - (a) any government or sovereign power (de jure or de facto) or by any authority maintaining or using military or naval or air forces; or
 - (b) military, naval or air forces; or
 - (c) an agent of any such government, power, authority, or forces.

It is understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces.

- (7) Nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing.
- (8) Willful acts committed by or at the direction of any **insured.**

5. **ALL SUBJECT TO THE FOLLOWING CONDITIONS**

a. **DEDUCTIBLE**

We will be liable for no more than the amount by which any loss exceeds the Deductible amount specified on the Declarations Page.

b. **BASIS OF LOSS PAYMENT**

(1) **Your Personal Property and Additions and Alterations**

- (a) If lost or damaged property is not repaired or replaced, payment shall be limited to the loss of **actual cash value**, not to exceed the cost to repair or replace with property of like kind and quality.
- (b) If lost or damaged property is repaired or, when not economically repairable, replaced, payment shall be limited to the amount actually and reasonably expended to repair or replace with new property of like kind and quality.

You may first make claim for the loss of **actual cash value**. Within one (1) year from the payment of that loss, you may

make claim for the additional loss payable by reason of (b) above.

When the lost or damaged property is part of a set or pair, we may:

- (a) elect to repair or replace any part of such set or pair to restore the set or pair to its value before the loss or damage; or
- (b) pay the difference between the **actual cash value** of the property before and after the loss or damage.

(2) Personal Property Rented by You

We will pay for the value of lost or damaged personal property rented to you as determined under the terms of the rental agreement. If terms for valuation of the rented property are not otherwise provided for in the rental agreement, payment shall be limited to the **actual cash value** of the lost or damaged property not to exceed the cost to repair or replace with new property of like kind and quality.

(3) Additional Living Expense

We will pay the additional sums actually and necessarily spent because your **residence premises** are no longer tenable because of direct physical loss of or damage to property at the **residence premises**. Covered loss shall be limited by the time necessary to repair or replace the damaged property at the same location or, if you permanently relocate, the time required to do so, whichever is shorter.

c. DUTIES AFTER A LOSS

In the event of loss covered by this policy you shall:

- (1) protect the property from any further damage.
- (2) give us written notice as soon as practicable and, if the loss is caused by theft, make a complete report of the loss to the police.
- (3) file with us a detailed sworn statement of loss within ninety (90) days of discovery of such loss, unless the time is extended in writing by us.
- (4) do all things and produce all documents reasonably required for establishing values, loss, damage and coverage for the loss.
- (5) advise us of any other insurance which

may apply to this loss.

- (6) submit to examinations under oath by any person named by us and subscribe the same.

d. MANDATORY ARBITRATION

In case you and we shall fail to agree on the meaning or effect of any provision of this policy, or the amount payable for any loss covered by this policy, said disagreement shall be resolved by binding arbitration.

Said arbitration will be in accordance with the statutory rules and procedures of the state in which the property is located.

Should arbitration under the terms of this clause result in a finding in your favor, we shall reimburse expenses actually incurred with respect to arbitration, including reasonable attorney's fees. The arbitrators will determine the sum to be reimbursed. The provisions of this clause are mandatory and may be enforced either by you or by us.

e. COMPANYS OPTION

We have the option to take all, or any part, of the property at the agreed or appraised value. We may also elect to repair, rebuild, or replace the property destroyed or damaged with other of like kind and quality within a reasonable time. To do so, we must give you notice of our intention so to do within thirty (30) days after receipt of the required statement of loss.

f. ABANDONMENT

There can be no abandonment to us of any property.

g. WHEN LOSS PAYABLE

The amount of loss for which we may be liable will be payable sixty (60) days after the required statement of loss is received and agreed to in writing by us or the filing with us of an arbitration award as herein provided.

h. SUIT OR OTHER ACTION

No suit, arbitration, or other action on this policy for the recovery of any claim shall be sustainable in any court of law or equity or any other forum unless all the requirements of this policy have been complied with and unless commenced within twelve (12) months after the inception of the loss.

LIABILITY SECTION

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE

We will pay all sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this policy applies.

This policy applies only to **bodily injury** or **property damage**:

1. that is caused by an **occurrence**; and
2. that occurs while this policy is in effect.

We have the right and duty to defend any such claim or suit seeking covered damages. We may investigate and settle any claim or suit at our discretion but:

1. the amount we will pay for damages is limited as described in the **LIMITS OF INSURANCE** section of this policy.
2. our right and duty to defend ends when we have exhausted the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES**.

EXCLUSIONS

This policy does not apply to:

1. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured** except:
 - a. activities which are ordinarily incidental to non-**business** pursuits.
 - b. the rental of a residence of yours:
 - (1) on an occasional basis for exclusive use as a residence.
 - (2) in part, unless intended for use as a residence by more than two roomers or boarders.
 - (3) in part, as an office, studio or private garage.
2. **bodily injury** or **property damage** arising out of rendering of or failing to render professional services.
3. **bodily injury** or **property damage** arising out of any premises owned by or rented to any **insured** which is not an **insured location**.
4. **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, loading or unloading of any **motor vehicle** owned

or operated by or rented or loaned to any **insured** or entrusted to any person by any **insured**.

5. **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, loading, unloading or entrustment of:
 - a. any **aircraft**;
 - b. any watercraft:
 - (1) with inboard or inboard-outdrive motor owned by any **insured**;
 - (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to any **insured**;
 - (3) that is a sailing vessel 26 feet or more in length owned by or rented to any **insured**;
 - (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor(s) is owned by any **insured**.
6. any obligation for which you are liable as a result of any loss assessment charged against all members of an association of property owners.
7. **bodily injury** or **property damage** arising out of any contract or agreement except an **insured contract**.
8. **bodily injury** or **property damage** arising out of nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or due to any consequence of any of these.
9. **bodily injury** or **property damage** sustained by any **insured**.
10. **bodily injury** or **property damage** which is intended or expected by any **insured**.
11. **bodily injury** or **property damage** caused by the willful act of any **insured**.
12. **bodily injury** or **property damage** arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any **insured**.
13. any obligation of any **insured** arising out of fraud committed by any **insured**.
14. **bodily injury** or **property damage** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

15. any loss, cost or expense arising out of any governmental direction or request that any **insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, **pollutants**.
16. **bodily injury** arising out of communicable disease of any kind transmitted by any **insured** including sexually transmitted disease.
17. **bodily injury** arising out of sexual molestation, corporal punishment or abuse of any person.
18. **bodily injury** to:
 - a. an employee of any **insured** arising out of and in the course of employment by any **insured**; and
 - b. the spouse, child, parent, brother or sister of an employee as a consequence of an injury to that employee.

This exclusion applies whether or not any **insured** may be liable as an employer or in any other capacity. It also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by you under a written contract directly relating to the maintenance of the **insured location**.

19. **property damage** to property owned by any **insured**.
20. **property damage** to property rented to, occupied by or used by or in the care, custody or control of any **insured** unless caused by fire, smoke, explosion or water damage.
21. **property damage** to premises you have sold, given away or abandoned if the **property damage** arises out of any part of those premises.
22. any obligation of any **insured** under a workers compensation, disability benefits or unemployment compensation law or any similar law or benefits voluntarily provided by any **insured**.
23. any amount payable by any **insured** to others as a result of a punitive or exemplary damages judgment.

MEDICAL PAYMENTS TO OTHERS COVERAGE

We will pay medical and funeral expenses which result from **bodily injury** caused by an **accident** provided that:

1. the **accident** takes place while the policy is in effect; and
2. the **accident** takes place at any **residence premises**; and
3. the expenses are incurred and reported to us within three (3) years of the date of the **accident**.

EXCLUSIONS

This policy does not apply to medical payments expenses resulting from **bodily injury** to any person:

1. who is an **insured**.
2. who is a tenant or an employee of a tenant of any **insured**.
3. who is an employee of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefits law or a similar law.
4. who is injured while taking part in athletics.
5. who is injured due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
6. to whom the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than an **insured contract**.
7. whose injuries arise out of the ownership, maintenance, use or entrustment to others of any **aircraft, motor vehicle**, or watercraft owned or operated by or rented or loaned to any **insured**. Use includes loading or unloading.
8. whose injuries arise out of any **business** activities conducted by any **insured**.
9. whose injuries arise from the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**.
10. who suffers **bodily injury** from any nuclear reaction, nuclear radiation or radioactive contamination however any of these may be caused, nor to any consequence of any of these.

SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES

1. With respect to any claim or suit we defend under this policy, we will pay in addition to the limit of insurance shown on the Declarations Page:
 - a. all expenses we incur.
 - b. the premium for bonds to release attachments but only for bond amounts within the Personal Liability limit of insurance shown on the Declarations Page. We do not have to furnish or obtain these bonds.
 - c. all reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or suit including actual loss of earnings of up to \$100 a day because of time off from work.

- d. All costs taxed against the **insured** in the suit.
 - e. pre-judgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. expenses for first aid to others incurred by any **insured** for **bodily injury** covered by this policy.
 3. up to \$500 for damage to property of others caused by any **insured** per **occurrence**.
- We will not pay under this additional coverage:
- a. for damage arising out of any waterbed owned or used by any **insured**.
 - b. for property owned by or rented to any **insured**, any **insured's** tenant or any resident of your household, except as described in item 5 below.
 - c. for damage caused intentionally by any **insured** age 13 or older.
 - d. for damage arising out of **business** pursuits or out of the ownership, maintenance or use of any **aircraft**, **watercraft** or **motor vehicle**.
4. up to \$10,000 for damage to property of others arising out of any waterbed owned or used by any **insured** at the **residence premises**.
 5. up to \$500 per **occurrence** for damage to real property of the **landlord** in the **residence premises** if such damage is caused by an **insured** and results from fire, smoke, explosion, or water damage.

ALL SUBJECT TO THE FOLLOWING CONDITIONS

1. LIMITS OF INSURANCE

- a. The most we will pay for the sum of all damages to which this policy applies as a result of any one **occurrence** or any one act is the Personal Liability limit of insurance shown on the Declarations Page regardless of the number of:
 - (1) **insureds**.
 - (2) claims made or suits brought.
 - (3) persons or organizations making claims or bringing suits.

- (4) coverages applicable.

All **bodily injury** or **property damage** resulting from any one **accident** or act including continuous or repeated exposure to the same harmful conditions shall be considered to be the result of one **occurrence**.

- b. The most we will pay for medical and funeral expenses as provided under **MEDICAL PAYMENTS TO OTHERS** for any one **accident** is the Medical Payments To Others limit shown on the Declarations Page.

2. SEPARATION OF INSURED

Except with respect to the limits of insurance shown on the Declarations Page, this policy applies separately to each **insured** against whom claim is made or suit is brought.

3. PAYMENT OF CLAIM - MEDICAL PAYMENTS TO OTHERS

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

4. BANKRUPTCY

Bankruptcy or insolvency of any **insured** or any **insured's** estate will not relieve us of our obligation.

5. DUTIES OF AN INJURED PERSON - MEDICAL PAYMENTS TO OTHERS

- a. The injured person or someone acting on behalf of the injured person shall:
 - (1) give us written proof of claim as soon as practicable.
 - (2) execute authorization to allow us to obtain copies of medical reports and records.
- b. The injured person shall submit to physical examination by a physician selected by us when and as often as we reasonably require.

6. YOUR DUTIES IN THE EVENT OF AN OCCURRENCE, ACT, CLAIM OR SUIT

- a. You must promptly notify us of an incident or event that may result in a claim. Notice should include:
 - (1) how, when and where the incident or event took place.
 - (2) the names and addresses of any injured person and witness.

- b. If a claim is made or suit is brought against any **insured**, we must be promptly notified in writing. You and any other involved **insured** must:
 - (1) immediately send us copies of any demands, notices, summonses or other legal papers received in connection with the claim or suit.
 - (2) authorize us to obtain records and other information.
 - (3) cooperate with us in the investigation, settlement or defense of the claim or suit.
 - (4) assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to any **insured** because of injury or damage to which this policy may also apply.
- c. No **insured** shall, except at the **insured's** own cost, make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

CONDITIONS APPLYING TO ALL COVERAGES

1. POLICY PERIOD

This policy applies only to loss under the Property Section or **bodily injury, personal injury or property damage** under the Liability Section which occurs during the policy period.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy shall be void if any **insured**, whether before or after a loss, has intentionally concealed or misrepresented any material fact or circumstance or made false statements or engaged in fraudulent conduct relating to this policy.

3. WAIVER OR CHANGE OF POLICY PROVISIONS

A waiver or change of any provision of this policy must be in writing by us to be valid. A request for an arbitration or examination under oath shall not waive any of our rights or any of your rights.

4. CANCELLATION & 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. If this policy has been in effect for sixty (60) days or less and is not a renewal of a policy we previously issued, we may cancel this policy for:
 - (1) non-payment of premium by giving you ten (10) days written notice; or
 - (2) any other reason by giving you thirty (30) days written notice.
- c. If this policy has been in effect for more than sixty (60) days or is a renewal of a policy we previously issued, we may cancel this policy for:
 - (1) non-payment of premium by giving you ten (10) days written notice; or
 - (2) any of the following reasons by giving you thirty (30) days written notice:
 - (a) discovery of fraud or material misrepresentation by:
 - (i) you or your representative in obtaining this policy; or
 - (ii) you or your representative in pursuing a claim under this policy.
 - (b) a judgment by a court or an administrative tribunal that you have violated a Federal law or a law of the state in which the **residence premises** is located. The judgment must have as one of its necessary elements an act which materially increases any of the risks insured against.
 - (c) discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations setting safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (d) a determination by the Commissioner of Insurance that the:
 - (i) loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (ii) continuation of the insurance coverage would place us in violation of the laws of the state in which this policy was issued or where we are domiciled or would threaten our solvency.

We will also mail such notice of cancellation or nonrenewal to each mortgagee or other person or entity shown on this policy to have an insurable interest in the covered property.

We will state the reason for cancellation or nonrenewal on the written notice. Any pro-rata premium due you will be refunded within a reasonable time after the cancellation takes effect.

- d. We may elect not to renew this policy for any reason by giving you at least thirty (30) days written notice to be effective at the next anniversary or expiration date of this policy whichever is first.

We are not required to send notice of nonrenewal in the following situations:

- (1) if the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
- (2) if the policy has been extended for ninety (90) days or less, if notice of our intent not to renew the policy has been given prior to the expiration of the policy.
- (3) if you have obtained replacement coverage, or if you have agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage.
- (4) if the policy is for a period of no more than sixty (60) days and you are notified at the time of issuance that it will not be renewed.
- (5) if you request a change in terms, conditions, or risk covered by the policy within sixty (60) days of the end of the policy period.
- (6) if we have made a written offer to you at least sixty (60) days before the policy expiration to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

- e. When the **landlord** requires evidence of personal liability insurance coverage to satisfy the financial responsibility requirements of a lease or rental agreement, we will also mail a copy of any notice of cancellation or nonrenewal to the **landlord** where evidence of coverage under this policy has been provided by us to comply with the **insured's** lease requirement.

5. OTHER INSURANCE

This policy is excess over any other insurance except insurance written specifically to cover as excess over the limits of insurance that apply in this policy. We have no duty to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we will do so, but we will be entitled to the **insured's** rights against any such other insurer.

6. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the **insured** has rights to recover all or part of any payment we have made under this policy, those rights shall be transferred to us. The **insured** shall do nothing to impair said rights. At our request, the **insured** shall help us to enforce them.

7. LEGAL ACTION AGAINST US

- a. No person or organization has a right under this policy:
- (1) to join us as a party or otherwise bring us into any suit or action against any **insured**.
 - (2) to sue us under this policy unless all of its terms have been fully complied with.
- b. A person or organization may sue us to recover on an agreed settlement or on a final judgment against any **insured** obtained after an actual trial. However, we will not be liable for damages that are not payable under the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

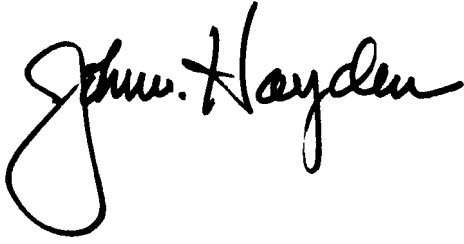
8. TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights and duties under this policy may not be transferred without our written consent. If you die, your rights and duties will be transferred to your legal representative but only while acting as your legal representative.

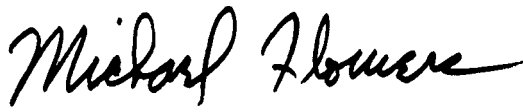
9. ATTACHMENT OF COVERAGE

Coverage under this policy shall commence upon the inception date shown on the Declarations Page at 12:01 AM standard time at the place of issuance, or upon occupancy by the **insured** of the **residence premises** whichever occurs later. Coverage shall remain in effect until the cancellation date or expiration date of the policy, whichever is earlier.

IN WITNESS WHEREOF, the AMERICAN MODERN HOME INSURANCE COMPANY has caused this policy to be signed by its President and Secretary, at Amelia, Ohio, and countersigned in the Declarations by a duly authorized representative of the Company.

A handwritten signature in black ink that reads "John Hayden". The signature is written in a cursive style with a large, looping initial "J".

President

A handwritten signature in black ink that reads "Michael Flowers". The signature is written in a cursive style with a large, looping initial "M".

Secretary