

TRISURA SPECIALTY INSURANCE COMPANY

**LEGAL LIABILITY TO  
LANDLORD INSURANCE  
POLICY**

Policy Number: **TSITLL000103**  
Agency Name: **MILLENNIAL SPECIALTY INSURANCE LLC**  
Agency Mailing Address: **8821 DAVIS BLVD. SUITE 500, KELLER, TX 76248**  
License Number: **1362823**

**OHIO**

Surplus Lines Disclosure(s):

**The named insured acknowledges that the insurance policy (other than life insurance) as described above is to be placed with an insurance company not authorized to do business in Ohio. The insured understands that the insurance company is not a member of the Ohio Insurance Guaranty Association and that Chapter 3955 of the Ohio Revised Code is not applicable to claimants or insureds of said insurance company. The surplus line broker shall collect the Ohio tax of five percent of the amount of the premium for the insurance policy at the time the insurance policy is delivered to the insured.**

Surplus Lines Agent Name: **BRIAN WILLIAM SCHULTZ**  
Agency: **MILLENNIAL SPECIALTY INSURANCE LLC**  
License Number: **1241291**

Signature: *B W Schultz*

# LEGAL LIABILITY TO LANDLORD INSURANCE POLICY

Policy Number: TSITLL000103  
Customer Number: MSIRM00074



COVERAGE IS PROVIDED BY  
**TRISURA SPECIALTY INSURANCE COMPANY**  
8821 Davis Blvd Ste 500, Keller, TX 76248

<b>Item 1.</b>	<b>Named Insured:</b> and Mailing Address  <b>Additional Named Insured:</b> and Mailing Address  <b>Customer Number:</b>	<b>AKN WATERSTONE LLC</b> 9140 Waterstone Blvd, Cincinnati, OH 45249  <b>Jamison Management Company</b> 107 W. Torrance Blvd. Ste 104, Redondo Beach, CA 90277  <b>#MSIRM00074</b>
<b>Item 2.</b>	<b>Policy Coverage Period:</b> <b>Customer Effective Date:</b>	<b>FROM: 10/1/2022</b> <b>TO: 10/1/2023</b> <b>ADDED: 7/1/2023</b> <b>TO: Continuous Until Cancelled</b>  AT 12:01 AM. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE
<b>Item 3.</b>	<b>Agent or Broker:</b> and Mailing Address	<b>MILLENNIAL SPECIALTY INSURANCE LLC</b> 8821 Davis Blvd. Suite 500 Keller, TX 76248

In return for payment of premium and subject to all the terms of this policy, we will provide the insurance as stated herein.

<b>Item 4. RESIDENCE PREMISES:</b>				
Each "Residence Premises" as reported on the monthly Reporting Schedule.				
<b>Item 5. LIMIT OF LIABILITY</b> per "Occurrence":				
Legal Liability to Landlord:		<b>\$100,000</b>		
Tenant Personal Property:		<b>\$10,000</b>		
<b>Item 6. DEDUCTIBLE</b> per "Occurrence":				
Legal Liability to Landlord:		<b>NONE</b>		
Tenant Personal Property:		<b>\$1,000 Burglary/\$500 All Other</b>		
<b>Item 7. PREMIUM</b> per reported "Residence Premises", per reporting period:				
<b>Base Premium</b>	<b>OH Surplus Lines Tax (3.00%)</b>	<b>OH Stamping Fee (0.250%)</b>	<b>OH Misc Tax/Fee (0.000%)</b>	<b>Total Amount</b>
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>RATE: \$10.48</b> per reported "Residence Premises", per reporting period, subject to applicable surplus lines taxes & fees				
<b>Item 8. FORMS AND ENDORSEMENTS:</b> (attached to and made a part of the policy at issuance)				
TSI-LLL-101 03 21 – DECLARATIONS PAGE TSI-LLL-102 03 21 – LEGAL LIABILITY TO LANDLORD INSURANCE POLICY TSI-LLL-112 03 21 – TENANT PERSONAL PROPERTY COVERAGE ENDORSEMENT TSI-LLL-122 03 21 – POLICY EXECUTION ENDORSEMENT PRIV TSI 010 10 20 – PRIVACY POLICY TSI GL_SOS (11/18) – SERVICE OF SUIT CLAUSE IL 73 24 08 12 – ECONOMIC AND TRADE SANCTIONS CLAUSE IL P 001 01 04 – OFAC POLICYHOLDER NOTICE				
<b>THIS IS A MONTHLY REPORTING POLICY. COVERAGE IS APPLICABLE ONLY TO THOSE LOCATIONS WHICH HAVE BEEN DESIGNATED FOR COVERAGE AND ARE ON FILE WITH THE COMPANY AT THE TIME OF AN "OCCURRENCE".</b>				

## LEGAL LIABILITY TO LANDLORD INSURANCE POLICY

### PLEASE READ CAREFULLY:

This policy provides limited coverage for “**property damage**” to an “**insured location**” caused by a “**tenant**”. It has been purchased by a named insured property owner or property manager to satisfy, on behalf of a “**tenant**”, the minimum “**tenant**” insurance requirements of a residential lease agreement. The coverage is narrower than a personal “**property damage**” liability insurance policy or the “**property damage**” liability coverage afforded to the “**tenant**” by a renter’s insurance policy. Any coverage granted under this policy is afforded only to the named insured.

### INSURING AGREEMENT

**We** will provide the insurance described in the policy in return for the payment of the premium by **you**, and compliance with all provisions of the policy applicable to **you** and the “**tenant**” respectively.

### SECTION I: DEFINITIONS

- A.** In this policy, **we**, **us**, and **our**, refer to the Company providing the insurance.
- B.** In this policy, **you**, **your**, and **yours**, refer to the named insured.
- C.** In addition, certain words and phrases are defined as follows:
1. “**Bodily injury**” means bodily harm, sickness or disease, including required care, loss of services and death that result.
  2. “**Business**” means:
    - a. 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:
      - (1) One or more activities, not described in (2) through (4) below, for which no person receives more than \$600 in total compensation for the 12 months before the date of loss;
      - (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 the “**tenant**”.
  3. “**Coverage Period**” means coverage under this policy applies only to “**property damage**” which occurs during a valid “**coverage period**”, as shown on the Declarations.
  4. “**Fungi**” means any type or form of fungus, including mold or mildew and any micro-toxins, spores, scents or byproducts produced or released by “**fungi**”.
  5. “**Insured location**” means:
    - a. The “**residence premises**”; and
    - b. The part of other premises, structures and grounds contained within continuous common grounds owned or operated by **you**.

6. **“Occurrence”** means an accident on the **“insured location”**, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the **“coverage period”**, in **“property damage”** to the **“insured location”**.
7. **“Property damage”** means physical destruction of, or loss of use of any part of the **“insured location”** caused by the **“tenant”** including fire; smoke; explosion; water damage; accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance; falling objects (including but not limited to satellite dishes); freezing of plumbing heating or air conditioning; weight of **“tenant”** personal property; burglary; riot and civil commotion; and collapse of the building if directly caused by any of the aforementioned. A plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
8. **“Rental income”** means the monthly rental charge for the covered **“residence premises”** which has suffered **“property damage”**, less any expenses that do not continue because the **“residence premises”** is being repaired or replaced and is unfit for occupancy.
9. **“Residence employee”** means an employee of the **“tenant”**, or an employee leased to the **“tenant”** by a labor leasing firm, under an agreement between the **“tenant”** and the labor leasing firm, whose duties are related to the maintenance or use of the **“residence premises”** including household or domestic services. A **“residence employee”** does not include a temporary employee who is furnished to the **“tenant”** to substitute for a permanent **“residence employee”** on leave or to meet seasonal or short-term workload conditions.
10. **“Residence premises”** means the residential dwelling unit where the **“tenant”** resides, and which is specifically scheduled to this policy as a **“residence premises”**. All furnishings belonging to the landlord are considered covered property in the **“residence premises”**.
11. **“Tenant”** means:
  - a. The person or persons named as occupants in **your** lease/rental agreement.
  - b. An entity, which has executed **your** lease/rental agreement on behalf of the person or persons occupying the **“residences premises”** as a residence.
  - c. Residents of the **“tenants”** household who are the **“tenants”** relatives; or
  - d. Other persons under the age of 21 and in the care of any person named above; or
  - e. An invited guest of a **“tenant”**; or
  - f. A student enrolled in school full-time, as defined by the school, who was a resident of the **“tenants”** household before moving out to attend school, provided the student is under the age of:
    - (1) 24 and the **“tenants”** relative; or
    - (2) 21 and in the **“tenants”** care or the care of a resident of the **“tenants”** household who is the **“tenants”** relative;
  - g. A **“Residence employee”** in the course of their employment while on the **“insured location”**.

When the word "the" or "a" immediately precedes the word **“tenant”**, the words the **“tenant”** or a **“tenant”** together means one or more **“tenants”**.

## SECTION II: COVERAGE

### Property Damage Liability to Landlord's Property

This policy applies to covered losses for “**property damage**” caused by a “**tenant**” to the “**insured location**” to which coverage applies.

- A. **We** will pay **you** up to the Limit of Insurance applicable to the “**residence premises**” for “**property damage**” caused by a “**tenant**” and for which the “**tenant**” is liable.
- B. **We** may investigate and settle any claim or suit as **we** deem appropriate. However, **we** have no duty to provide a defense for any “**tenant**”.

## SECTION III: EXCLUSIONS

This policy does not provide coverage for the following:

- A. “**Vehicle liability**”, which means “**property damage**” arising from the ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or motor vehicles.
- B. **Motor vehicle** means:
  - 1. 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.
  - 2. A motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
  - 3. A trailer or semi-trailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or utility trailer not being towed by or carried on a vehicle included in A.1. is not a **motor vehicle**;
  - 4. A motorized golf cart, snowmobile, or other motorized land vehicle owned by any “**tenant**” and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**;
  - 5. Any vehicle while being towed by or carried on a vehicle included in A.1., A.2., A.3., or A.4.; and
  - 6. 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, equalizers, speakers, and satellite navigation equipment.
- C. **Expected or intended damage**, which means “**property damage**” that is expected or intended by a “**tenant**” who is 13 years of age or older even if the resulting “**property damage**” is of a different kind, quality or degree than initially expected or intended.
- D. “**Business**”, which means “**property damage**” arising out of or in connection with a “**business**” conducted or engaged in by the “**tenant**”, whether or not the “**business**” is owned or operated by the “**tenant**” or employs the “**tenant**”. This Exclusion C. applies, but is not limited to, an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the “**business**”.
- E. “**Bodily injury**”, which includes any medical expense payments to any person.

**F. War**, which means “**property damage**” caused directly or indirectly by war, including the following and any consequence of any of the following:

1. Undeclared war, civil war, insurrection, rebellion or revolution; invasion, acts of foreign enemies, hostilities;
2. Warlike act by a military force or military personnel; or
3. Destruction, seizure or use for a military purpose by or under the order of any government or public or local authority. Discharge of any nuclear, biological or chemical agent or weapons will be deemed a warlike act even if accidental.

**G. Controlled substances**, which means ““**property damage**” arising out of, but not limited to the following: the use, sale, manufacture, delivery, transfer, possession, warehousing or distribution by any person of a controlled substance as classified under the U.S. Controlled Substances Act, including but not limited to cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

1. This exclusion includes marijuana or “cannabis” regardless of any local or state law that conflicts with the U.S. Controlled Substances Act.

For the purpose of this exclusion, the following definition is added:

“Cannabis” means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic. Including but not limited to any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as:
  - (1) Resin, oil or wax;
  - (2) Hash or hemp; or
  - (3) Infused liquid or edible cannabis;

Whether or not derived from any plant or part of any plant in 2.a. above.

**H. Pollutants, asbestos, radon gas, lead and silicon**, which means “**property damage**” arising out of the actual, alleged, or threatened discharge, presence, dispersal, seepage, migration, release, escape of, ingestion, inhalation, absorption, contact with, exposure to, prolonged physical exposure to, or failure to detect or warn of the presence of pollutants, lead, asbestos or goods or products containing asbestos, the use of asbestos in construction or manufacturing any goods, product or structure; or the removal of or containment of asbestos from or within any goods, product or structure, or the installation, manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos, radon gas, silicon or anything containing such material or substance. In addition, **we** will not pay the cost or expense arising out of any:

- a. request, demand or order that any insured or others test for, monitor, clean up, treat, detoxify or neutralize, to abate, mitigate, remediate, contain, remove or dispose of any of these substances; or
- b. claim or suit by or on behalf of a governmental authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or

in any way responding to, or assessing the effects of pollutants, asbestos, radon gas, lead and silicon.

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

- I. **"Fungi" and bacteria**, which means **"property damage"** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, growth or spread of, any **"fungi"**, bacteria, mold, mildew, spores or other microorganism on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such damage. This includes any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **"fungi"** or bacteria, by any Insured or by any other person or entity.
- J. **Loss assessment liability**, which means any liability for any loss assessment charged against the **"tenant"** as a member of an association, corporation or community of property owners.
- K. **Contractual liability**, which means any liability assumed under any contract or agreement entered into by the **"tenant"**. However, this exclusion does not apply to written contracts:
  - 1. That exclusively relate to the ownership, maintenance or use of the **"residence premises"**; and
  - 2. Where the contract or agreement was executed by the **"tenant"** prior to an **"occurrence"**; unless excluded in 1. above or elsewhere in this policy.
  - 3. **"Property damage"**, which began or existed prior to the inception date of this policy, and which is alleged to continue into the **"coverage period"**, including any loss arising out of workmanship, repairs and/or lack of repairs arising from **"property damage"** which occurred prior to the inception of the policy.

This exclusion applies whether or not:

- a. The **"property damage"** or its cause was known to any insured before the inception date of this policy;
  - b. Repeated or continued exposure to conditions causing the **"property damage"**, occurred during the **"coverage period"** or caused additional or progressive damage during the **"coverage period"**; or
  - c. The **"tenants"** obligation to pay damages was established as of the inception date of this policy.
- L. **"Property damage" to property owned by any "tenant"**, which includes:
    - 1. Costs or expenses incurred by the **"tenant"** or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an **"insured location"**;
    - 2. **"Property damage"** to property rented to, occupied or used by or in the care of the **"tenant"** other than at the **"insured location"**.
    - 3. Loss of **"rental income"**, rental value or **"business"** income.

- M. Land, water and air**, which means land (including but not limited to land on which the insured property is located), water or air, wherever and however occurring, or any interest or right therein.
- N. Seepage and/or pollution and/or contamination**, which means any loss, damage, cost or expense, or any increase in insured loss, damage, cost or expense, or any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, and whether or not as a result of public or private litigation, which arises from;
1. Any kind of seepage or threat of seepage; or any kind of pollution and/or contamination, or threat of pollution and/or contamination, whether or not caused by or resulting from covered “**property damage**”. This includes any measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat of seepage or pollution and/or contamination.
  2. The phrase “any kind of seepage or any kind of pollution and/or contamination” means seepage of, or pollution and/or contamination by, anything, including but not limited to:
    - a. Material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or;
    - b. Any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
    - c. The presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- O. Biological or Chemical Materials**, which means any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence to an “**occurrence**”.
- P. “Electronic data”**, which means any loss, damage, destruction, distortion, erasure, corruption or alteration of “electronic data” from any cause, including but not limited to “computer virus”, or loss of use, reduction in functionality, cost, or any expense resulting from these, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
1. “Electronic data” means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such equipment.
  2. “Computer virus” means a set of corrupting, harmful or otherwise unauthorized instructions or code, including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. “Computer virus” includes, but is not limited to, 'Trojan Horses', 'worms' and 'time or logic bombs'. However, in the event that fire or explosion results from any of the matters described in paragraph 1. above, **we** will pay up to **our** Limit of Insurance, subject to all the terms, exclusions, and



conditions of this policy for **“property damage”** to covered property, which is directly caused fire or explosion and occurs during the **“coverage period”**.

3. The value of any electronic data processing media covered under 2. above is as follows:
  - a. It includes the cost of the blank media, plus the costs of copying the “electronic data” from back-up or from originals of a previous generation.
  - b. It does not include any costs for research and engineering nor any costs of recreating, gathering or assembling such “electronic data”.
  - c. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.
  - d. **We** will not pay for any amount pertaining to the value of such “electronic data” to **you** or any other party, even if such “electronic data” cannot be recreated, gathered or assembled.

**Q. Nuclear Hazard Clause**

Coverage does not apply to loss caused directly or indirectly by “nuclear hazard”. “Nuclear hazard” means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included in the policy.

**R. Water:** meaning:

1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
2. Mudslide or mudflow;
3. Water under the ground surface pressing on, flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings.

**S. Non-Domesticated Animals**, which means any damage arising from ownership, custody or care, use, or presence of any non-domesticated animal.

**T. Vicious/Dangerous Animals**

This insurance does not apply to liability caused by or originating from a dangerous or vicious animal, including but not limited to reptiles, insects or vermin owned by or in the care, custody or control of **you**, the **“tenant”** or any member of the **“tenants”** household.

**U. Communicable Disease**

This insurance does not apply to liability arising out of claims, accusations or charges brought by or against **you**, or any **“tenant”** for actual or alleged damages arising out of a communicable disease no matter how transmitted including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS).

**V. Absolute Electromagnetism**

Regardless of any other provision of this insurance, this insurance does not apply to liability directly or indirectly caused by electromagnetism.

**W. Punitive and Exemplary Damages**

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

**X. Voluntary Labor**

This insurance does not apply to liability to any member, associate, affiliated member, or to any person or persons loaned to or volunteering services to **you**, or any **“tenant”** whether or not paid by **you** or the **“tenant”**, arising out of or in the course of work performed for **you**, the **“tenant”** or on **yours** or the **“tenants”** behalf.

**Y. Assault and Battery, Criminal Acts**

This insurance does not apply to liability:

1. Expected or intended from the standpoint of **you** or any **“tenant”**; or
2. Arising out of an assault or battery, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an assault or battery, committed by **you** or any **“tenant”** or any member of the **“tenants”** household; or
3. Criminal acts, which includes any act deemed criminal under state or federal law. This includes, but is not limited to, the possession, use, production, sale, distribution, warehousing, processing, transportation and/or delivery of drugs or substances classified as Schedule I under the U.S. Controlled Substances Act, such as marijuana.

**SECTION IV: ADDITIONAL COVERAGES**

**We** will provide coverage for the following expenses related to a covered **“property damage”** loss. Payment shall not exceed the amount listed below and is included in the Limit of Insurance applicable to the **“residence premises”**:

- A.** Claim expenses **we** incur, and costs taxed against the **“tenant”** in any suit **we** defend regarding covered **“property damage”**.
- B.** Premiums on bonds required in a suit **we** defend regarding covered **“property damage”**, but not for bond amounts more than the per **“residence premises”** Limit of Insurance. **We** need not apply for or furnish any bond;
- C.** Reasonable expenses incurred by the **“tenant”** at **our** request, including actual loss of earnings, but not loss of other income up to \$250 per day, for assisting **us** in the investigation or defense of a claim or suit; and
- D.** Interest on the entire judgment, which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment, which does not exceed the per **“residence premises”** Limit of Insurance
- E.** Up to \$2,000 for biohazard cleanup expenses, in excess of any applicable security deposit that is a part of the lease/rental agreement, in the event of a death of a **“tenant”** which occurs in the **“residence premises”** and results in a need for biohazard cleanup. Biohazard cleanup includes biohazard recovery, decontamination, and blood cleanup performed by a company specifically licensed and/or certified to perform such services. Biohazard cleanup expenses are limited to the **“residence premises”** This coverage does not apply to any damage to personal property.

## SECTION V: POLICY CONDITIONS

### A. Limit of Insurance

1. **Our** total Limit of Insurance for all “**property damage**” resulting from any one “**occurrence**” will not be more than the Limit of Insurance applicable to the “**residence premises**”.
2. **Our** total Limit of Insurance for all “**property damage**” occurring during the “**coverage period**” will not be more than the aggregate Limit of Insurance shown on the Declarations.
3. This Limit of Insurance is the same regardless of the number of claims made. All “**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**”.

### B. Loss Settlement

**We** will pay the lessor of the costs to repair or replace the damaged property using similar materials and construction methods or the per “**occurrence**” Limit of Insurance shown on the Declarations applicable to the “**residence premises**”.

### C. Severability of Insurance

Coverage applies separately to each “**residence premises**”. However, this condition does not increase **our** Limit of Insurance for any one “**occurrence**”.

### D. Several Liability Notice

The subscribing insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### E. Your Duties After an “Occurrence”

In the event of a loss, **you** must:

1. Give prompt notice to **us** including a description and details of the “**property damage**”.
2. Notify the police in case a law has been broken;
3. Protect any property from further damage;
4. Cooperate with **us** in the investigation of a claim;
5. Prepare an inventory of property damaged or expenses incurred;
6. When requested, show **us** the damaged property;
7. Provide **us** with records and documents **we** requested and permit **us** to make copies;
8. When requested, submit to examination under oath and sign the same; and sign a sworn proof of loss setting forth the details of the claim.

### F. Suit Against Us

No one will have the right to join **us** as a party to any action against either **you** or the “**tenant**” and no action can be brought against **us** unless:

1. There has been full compliance with all of the terms of this policy; and

2. Until the obligation of the “**tenant**” has been determined by final judgment or agreement signed by **us**; and
3. The action is commenced within two years after the end of the “**coverage period**”.

#### **G. Bankruptcy**

Your bankruptcy or insolvency will not relieve **us** of **our** obligations under this policy.

#### **H. Other Insurance**

1. Coverage provided under this policy shall be primary to other commercial property coverage held by the named insured, property owner or manager for covered “**property damage**”.
2. In the event there is “**property damage**” liability coverage afforded to the “**tenant**” by a renter’s insurance policy, or similar personal liability policy, coverage under this policy shall be excess.:  
However, recovery under this policy and other available insurance shall never exceed the actual loss cost.

#### **I. Coverage Period**

Coverage under this policy applies only to “**property damage**” which occurs during a valid “**coverage period**”. The “**coverage period**” will commence upon the later of:

1. The policy effective date; or
2. The inception date of the lease agreement between the “**tenant**” and **you** for utilizing the “**residence premises**”; or
3. Such later coverage effective date as reported by **you**.

The “**coverage period**” shall cease upon the earlier of:

1. The policy cancellation or expiration date; or
2. The termination or expiration date of the lease agreement between the “**tenant**” and **you** for utilizing the “**residence premises**”; or
  - a. Such earlier coverage expiration date as reported by **you**; or
  - b. Such other cancellation date as precipitated by non-payment of premium or other valid reasons.

#### **J. Loss Reporting Period**

An “**occurrence**” shall be discovered and reported within thirty (30) calendar days after a “**residence premises**” is vacated, however the actual “**property damage**” must have occurred during the “**coverage period**”.

#### **K. Concealment or Fraud**

**We** do not provide coverage if, whether before or after a loss, **you** have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements; relating to any claim or the insurance coverage provided under this policy.

## SECTION VI: GENERAL CONDITIONS

### A. Tenant is not an Insured

The “**tenant**” is not an insured, additional insured, or named insured under this policy.

### B. Cancellation & Nonrenewal

1. **You** may cancel this policy at any time by returning it to **us** or by letting **us** know in writing of the date cancellation is to take effect.
2. **We** may cancel this policy at any time. **We** may do so by delivering to **you**, or mailing to **you** at the mailing address shown on the policy Declarations, written notice at least 10 days before the date cancellation is to take effect for material misrepresentation or non-payment of premium and 30 days for any other reason. Proof of mailing will be sufficient proof of notice.
3. **We** may elect not to renew this policy. **We** may do so by delivering to **you**, or mailing to **you** at the mailing address shown on the policy Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
4. Unless agreed otherwise by **us**, upon cancellation or non-renewal of this policy for any reason, all coverage shall immediately cease on the effective date of cancellation or policy expiration. The cancellation or expiration date of this policy shall be the end of the “**coverage period**” for all scheduled “**residence premises**”.
5. Upon termination or expiration of the lease agreement between **you** and the “**tenant**” for use of the “**residence premises**”, all coverage under this policy shall immediately cease.
6. When this policy is canceled by **you**, any unearned premium remitted for the period from the date of cancellation to the expiration or anniversary dates of the annual lease agreements will be refunded to **you** in accordance with **our** short rate methodology
7. Upon cancellation or nonrenewal, no additional “**residence premises**” or “**coverage periods**” may be reported after such date. This declination shall not be considered to be a cancellation of this policy and shall not be subject to provisions that apply to cancellation under this policy. As this policy allows for additional “**residence premises**” to be added during the “**coverage period**” by reporting to **us**, **we** may at any time decline to accept such additional “**residence premises**” under this policy.
8. In the event of non-payment of premium for any individual “**residence premises**” or non-payment of a monthly installment premium, **we** may at **our** option, deny coverage for such “**residence premises**” and/or monthly reporting period and the same shall not constitute cancellation of this policy.
9. In the event that the named insured transfers ownership or management of a “**residence premises**” insured by this policy, the insurance may be extended under this policy for up to 60 days after the date of transfer of ownership or management.

### C. Named Insured’s Duty to Notify Tenants

**We** have no duty to notify the “**tenant**” of cancellation or non-renewal of the policy. The named insured shall notify all “**tenants**” of cancellation or non-renewal of this policy.

### D. Assignment

Assignment of this policy will not be valid unless **we** give **our** written consent.

**E. Subrogation Transfer of Rights of Recovery Against Others to us**

If **you** or the “**tenant**” to or for whom **we** make payment under this policy has rights to recover damages from another, those rights are transferred to **us** to the extent of **our** payment. All rights of recovery against any person may be waived in writing before a loss. If not waived, **you** and the “**tenant**” must do everything necessary to secure **our** rights and must do nothing after a loss to impair those rights.

**F. Death**

If a “**tenant**” dies, **we** insure the legal representative of the deceased but only with respect to the “**residence premises**” of the deceased covered under the policy at the time of death.

**G. Waiver or Change of Coverage Provisions**

A waiver or change of a provision of this policy must be done in writing by **us** to be valid. **Our** request for an examination or a request by either party for an appraisal will not waive any of **our** rights.

**H. Liberalization Clause**

If **we** make a change which broadens coverage under this edition of **our** policy without additional premium, that change will automatically apply to the named insured’s insurance as of the date **we** implement the change in this policy, provided that this implementation date falls within 60 days prior to or during the “**coverage period**” stated in the Declaration Page.

**I. Premium Reporting and Remittance**

1. Premium shall be computed in accordance with **our** rates as specified in the policy Declarations or as amended by **us**. **Premiums are fully earned upon remittance.**
2. Within 15 days after the close of each month, the named insured shall report to **us** such information as mutually agreed to identify each “**residence premises**” being added or deleted from the policy; the effective date of addition or deletion; and the associated “**coverage period**”.
3. Any premium due shall be payable within 15 days after the close of each month. Coverage for any individual “**residence premises**” and the occupying “**tenants**” will not be effective unless **we** receive the report and the appropriate premium has been paid for such “**residence premises**”.
4. Coverage may not be backdated prior to the origination date of the “**tenants**” lease agreement. Failure by the named insured to report an individual “**residence premises**” shall void coverage for such “**residence premises**” and occupying “**tenants**”.
5. At **your** request, **we** do not provide coverage for any “**residence premises**” that **you** specify. **Your** nonpayment of premium for any individual “**residence premises**” shall, at **our** sole discretion be deemed evidence that **you** have waived coverage for such “**residence premises**”. If subsequent payment is tendered, **we** shall have the right but not the obligation to accept payment and extend coverage for such “**residence premises**”.
6. In the event that the “**tenant**” obtains acceptable insurance coverage or renters insurance in compliance with the terms of the lease agreement, coverage for the “**tenants**” “**residence premises**” under this policy shall be automatically become excess to such other coverage.

**J. Changes**

This policy contains all the agreements between **you** and **us** concerning the insurance afforded. The first named insured shown on the Declarations is authorized to make changes in the terms of this policy with **our** consent. This policy’s terms can be amended or waived only by endorsement issued by **us** and made a part of this policy.

**K. Examination Of Your Books And Records**

**We** may examine and audit **your** books and records as they relate to this policy at any time during the “**coverage period**” and up to three years afterward.

**L. Inspections And Surveys:**

**We** have the right to:

1. Make inspections and surveys at any time;
2. Give **you** reports on the conditions **we** find; and recommend changes.
3. **We** are not obligated to make any inspections, surveys, reports or recommendations and any such actions **we** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **we** do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

**M. Appraisal**

If the parties fail to agree on the value of the “**property damage**”, then either party may demand an appraisal. In this event, each party will choose a competent and impartial appraiser within twenty (20) days of receiving a written demand for appraisal. The two appraisers will choose an umpire. If they cannot agree on an umpire within fifteen (15) days, either party may request that the choice be made by a judge of a court of record in the State where the “**property damage**” occurred. The two appraisers will separately itemize and total the value of the “**property damage**”. The two appraisers shall then agree upon the value of the “**property damage**”. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will establish the value of the “**property damage**”. Each party will pay their own appraiser and bear the other expenses of the appraisal and umpire equally.

# TRISURA SPECIALTY INSURANCE COMPANY

## Legal Liability to Landlord

### TENANT PERSONAL PROPERTY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement provides limited coverage for personal property while on the “insured location”. Coverage is narrower than that found under a renter’s insurance policy. This endorsement does not provide coverage for the perils of theft or mysterious disappearance, vandalism or malicious mischief. The “tenant” is not the named insured. The “tenant” is the Loss Payee under this endorsement.

**Deductibles:** \$500 Per Occurrence for covered causes of loss other than burglary  
\$1,000 Per Occurrence for covered losses resulting from burglary

#### INSURING AGREEMENT

We will provide the insurance described in this endorsement in return for the payment of the premium and compliance with all provisions of the policy applicable to the named insured and the “tenant” respectively. The Limit of Insurance for this coverage is shown on the Declarations.

#### A. Damage To “Tenants” Personal Property

We will pay up to the Limit of Insurance shown for this coverage on the Declarations for covered losses to personal property owned by the “tenant” while located at an “insured location”, occupied by the “tenant” as a “residence premises”, subject to the following provisions:

1. Coverage is limited to eligible “residence premises” scheduled and reported to us in accordance with the Legal Liability to Landlord Coverage Master Policy **SECTION VI: GENERAL CONDITIONS, I. Premium Reporting and Remittance.**
2. Any coverage provided by this endorsement will cease for each eligible “residence premises” upon the earlier of the policy cancellation or expiration date. When this coverage is canceled by you, any unearned premium remitted for the period from the date of cancellation to the expiration or anniversary dates of the annual lease agreements will be refunded to you in accordance with our short rate methodology.
3. **Covered Causes of Loss:**  
Applicable only to this endorsement, we insure for direct damage to covered “tenants” personal property resulting from the following covered causes of loss, unless otherwise excluded by any part of this endorsement.
  - a. Fire or Lightning
  - b. Windstorm or Hail
  - c. Explosion
  - d. Riot or Civil Commotion
  - e. Aircraft; which does not include self-propelled missiles, drones, or spacecraft.
  - f. Vehicles Owned by Others
  - g. Smoke; meaning the sudden and accidental damage from smoke, including the emission or puff back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment. This does not include loss caused by smoke from agricultural smudging or industrial operations.
  - h. Falling Objects; which does not include loss to covered property contained in the “residence premises” unless the roof or an outside wall of the “residence premises” is first damaged by a falling object. Damage to the falling object itself is not covered.
  - i. Weight of Ice, Snow or Sleet; which causes damage to covered property contained in the “residence premises”.



- j. Accidental Discharge or Overflow of Water or Steam; which means the accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. A plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment. However, this coverage does not include::

- (1) Losses to the system or appliance from which the water or steam escaped;
- (2) Losses caused by or resulting from freezing; unless reasonable care has been used to:
  - a. maintain heat in the building; or
  - b. shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, reasonable care must be used to continue the water supply and maintain heat in the building for coverage to apply.

- (3) Losses on the “**residence premises**” caused by accidental discharge or overflow which occurs away from the “**residence premises**”; or
- (4) Losses caused by mold, “**fungi**” or wet rot as a result of accidental discharge or overflow of water or steam unless hidden within the walls or ceilings or beneath the floors or above the ceilings of the “**residence premises**”. However, if such loss occurs, **we** will pay no more in total for all such loss than the sublimit for mold, “**fungi**” and wet rot described below. This limited coverage for mold, “**fungi**” or wet rot does not increase the personal property Limit of Insurance applying to the damaged property.

Section B. Exclusions 3. Water Damage, paragraphs a. and c. below, that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under this cause of loss.

- k. Sudden and Accidental Tearing Apart, Cracking, Burning Or Bulging; which means the sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. This does not include loss caused by or resulting from freezing.
- l. Sudden And Accidental Damage from Artificially Generated Electrical Current; this does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.
- m. Volcanic Eruption; this does not include loss caused by earthquake, land shock waves or tremors.
- n. Mold, “**fungi**” or wet rot; which means loss to covered property caused by mold, “**fungi**” or wet rot directly ensuing from a covered cause of loss. However, the maximum **we** will pay is \$250 in total for such loss. This limited coverage for mold, “**fungi**” or wet rot does not increase the personal property Limit of Insurance applying to the damaged property.
- o. Burglary; which means loss to covered property as a result of burglary as evidenced by forcible entry to the “**residence premises**” and the prompt filing of a police report by the “**tenant**”. However, this limited coverage does not include:
  - (1) Mysterious disappearance,
  - (2) Lost or misplaced property,
  - (3) Burglary from a “**residence premises**” under construction,
  - (4) A “**residence premises**” that has been vacant or unoccupied for 30 or more consecutive days.

#### 4. **Personal Property Not Covered:**

**We** do not cover the following “**tenants**” personal property:

- a. Animals, birds or fish;
- b. Motor vehicles, aircraft, hovercraft or watercraft including their accessories, equipment or parts; whether or not attached. However, **we** do cover motor vehicles not required to be registered for use on public roads or property which are:
  - (1) Used solely to service the “**tenants**” residence; or
  - (2) Designed to assist the elderly, infirmed handicapped;

- c. Property of roomers, boarders;
- d. Property rented or held for rental to others by the “tenant”;
- e. “Business” data, including such data stored in books of account, drawings or other paper records; or computers and related equipment. However, we do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;

5. **Additional Coverage:**

We provide the following additional coverage under this endorsement.

- a. Debris Removal: We will pay the “tenants” reasonable expense for the removal of debris of covered property if a covered cause of loss results in damage to the property. We will pay up to \$100 for debris removal. This coverage does not increase the Limit of Insurance for this coverage shown on the Declarations.
- b. Trees, Shrubs and Other Plants: We will pay for damage to trees, shrubs or plants within the “residence premises” for damage resulting from a covered cause of loss. We will pay up to \$100 for all trees, shrubs or plants. No more than \$25 of this limit will be paid for any one tree, shrub or plant. However, we do not cover property grown for “business” purposes. This coverage is additional insurance.
- c. Building Additions and Alterations: We will pay for damage resulting from a covered loss to building improvements or installations, made or acquired at the “tenants” expense, to that part of the “residence premises” used exclusively by the “tenant”. We will pay up to \$250 for such building improvements or installations. This coverage does not increase the limit shown for this coverage on the Declarations.
- d. Glass or Safety Glazing Material: We will pay for the breakage of glass or safety glazing material which is part of the “residence premises” and covered as Building Additions and Alterations when caused directly by a covered loss.

We cover the direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of the “residence premises” arising from a covered loss. However, this coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided above; or
- (2) On the “residence premises” if the “residence premises” has been vacant, or unoccupied for more than 30 consecutive days immediately before the loss. A “residence premises” being repaired is not considered vacant.

The limit for this coverage is \$100. This coverage does not increase the Limit of Insurance that applies to the damaged property.

- e. Reasonable Repairs: includes any costs incurred by the “tenant” for the necessary measures taken to protect property that is damaged by a covered cause of loss from further damage.

6. **Deductible:**

We will pay only that part of the total of all loss payable that exceeds the deductible for covered causes of loss other than Burglary. We will pay only that part of the total of all loss payable that exceeds the deductible as shown above, for covered causes of loss.

7. **Special Limits of Insurance:**

Special limits apply for certain categories of property. The special Limit of Insurance for each category shown below applies solely to the limited coverage provided in this endorsement and is the total Limit of Insurance for each loss for all personal property in that category. These special limits do not increase the personal property Limit of Insurance under this coverage.

- a. \$50 for money, bank notes, bullion, gold other than gold ware, silver other than silverware, platinum other than platinum ware, coins, medals, scrip, stored value cards and smart cards, securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps.
  - (1) This limit applies to the above categories regardless of the medium (such as paper or computer software) on which the material exists.
  - (2) This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- b. \$50 for jewelry, watches, furs, "precious" and "semiprecious" stones, firearms, silverware, silver-plated ware, gold ware, gold-plated ware, platinum ware, platinum-plated ware and pewter ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- c. \$50 for property used primarily for "**business**" purposes.

## B. Exclusions

### Tenants Personal Property:

**We** do not insure for direct physical damage caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or "**occurrence**" contributing concurrently or in any sequence to the loss. These exclusions apply regardless of the magnitude of physical damage resulting from an "**occurrence**".

1. **Ordinance or Law**, which means any ordinance or law requiring or regulating:
  - a. The construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris; which result in a loss in value to property; or
  - b. any request, demand or order that any insured or others test for, monitor, clean up, treat, detoxify, or neutralize, to abate, mitigate, remediate, contain, remove or dispose of, or assess the effects of, pollutants, asbestos, radon gas, lead and silicon. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

This exclusion, 1. applies whether or not property has been physically damaged.
2. **Earth Movement**, which means:
  - a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption.
  - b. Landslide, mudslide or mudflow;
  - c. Subsidence or sinkhole; or any other earth movement including earth sinking, rising or shifting; caused by or resulting from human or animal forces or any act of nature.
3. **Water Damage**, which means:
  - a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
  - b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or,
  - c. Water under the ground surface pressing on, or flowing or seeping through:
    - (1) Foundations, walls floors or paved surfaces;
    - (2) Basements, whether paved or not; or
    - (3) Doors, windows or other openings.
4. **Power Failure**, which means the failure of power or other utility service if the failure takes place off the "**residence premises**".
5. **Neglect**, which means failure of the "**tenant**" to use all reasonable means to save and preserve property at and after the time of a loss.
6. **War**, which means "**property damage**" caused directly or indirectly by war, including the following and any consequence of any of the following:
  - a. Undeclared war, civil war, insurrection, rebellion or revolution; invasion, acts of foreign enemies, hostilities;
  - b. Warlike act by a military force or military personnel; or,
  - c. Destruction, seizure or use for a military purpose by or under the order of any government or public or local authority. Discharge of any nuclear, biological or chemical agent or weapons will be deemed a warlike act even if accidental.
7. **Nuclear Hazard**: This exclusion pertains to Nuclear Hazard to the extent set forth in **C. Special Conditions** as shown below..
8. **Intentional Loss**, which means any loss arising out of any act the "**tenant**" commits or conspires to commit with the intent to cause damage to property, even if the person committing the act is insane, intoxicated or

otherwise impaired. In the event of such loss, no “tenant” is entitled to coverage, regardless of whether or not the “tenant” committed or conspired to commit the act causing the loss.

9. **Governmental Action**, means any destruction, confiscation or seizure of personal property by order of any governmental or public authority
10. **Freezing**, which includes any freezing, thawing, overflow, leakage or discharge of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures. This exclusion does not apply if reasonable care has been used to: (exception does not apply to a sump, sump pump or related equipment or a roof drain, gutter, downspout of similar fixtures or equipment)
  - a. Maintain heat in the building; or
  - b. Shut off the water supply and drain all systems and appliances of waterHowever, if the building is protected by an automatic fire protective sprinkler system, reasonable care must be used to continue the water supply and maintain heat in the building for coverage to apply.
11. **Theft**, which includes mysterious disappearance.
12. **Vandalism or Malicious Mischief**.
13. **Mold, “fungi” or wet rot**, which means any form or type of: “fungi”, bacteria, mildew, mold, spores, or other microorganism on or within a building or structure, including any allergens, irritants, mycotoxins, or scents, byproducts, microbial volatile organic compounds produced by or associated therewith; or reproductive body, substance, vapor, gas, scent or byproducts produced by or arising therefrom. **We** do not pay for any expense for assessing, testing, monitoring, abating, detoxifying, neutralizing, mitigating, removing, remediation or disposing of mold, “fungi” or wet rot.

This exclusion does not apply to the limited coverage for mold, “fungi” or wet rot provided in **Damage To “Tenants” Personal Property** above.
14. **Acts of Terrorism**, including but not limited to “certified acts” or acts carried out by means of dispersal, application or release of pathogenic or poisonous or chemical materials.
15. **Fire Department Service Charge**, meaning any charges assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect property.
16. **Property Removed**, which includes any property removed from the “residence premises” even if it is removed to protect such property from potential damage as a result of a covered cause of loss.
17. **Loss Assessment**, which means any share of loss assessment charged against the “tenant” of the “residence premises” by a corporation or association of property owners.
18. **Pollution**, which is the discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the covered causes of loss. 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. Waste does not include sewage.
19. **Weather**, which includes dampness of any other atmospheric conditions.
20. **Wear and tear**, marring, scratching, contamination, spoilage, decay or deterioration.
21. **Mechanical breakdown**, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself.
22. **Smog**, rust or other corrosion, or dry rot.
23. **Faulty, inadequate or defective planning or work**, which includes
  - a. Zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. Use of materials in repair, construction, renovation or remodeling; or maintenance; of any property or the “residence premises”.
24. **Settling, shrinking, bulging or expansion**, including resultant cracking of covered property or any bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings.

## C. Special Conditions

### 1. Insurable Interest and Limit of Insurance

**We** will not pay in any one loss more than the amount of the "**tenants**" interest in covered "**property damage**" at the time of loss; or more than the applicable Limit of Insurance. This condition applies regardless of the number of "**tenants**" having an insurable interest in the damaged property.

### 2. Duties After a Loss

If there is damage to covered property, **we** have no duty to provide coverage under this endorsement if any failure to comply with the following duties is prejudicial to **us**. These duties must be performed either by the "**tenant**" seeking coverage, or **you**, the landlord:

- a. Give prompt notice to **us** including a description and details of the "**property damage**";;
- b. Notify the police in case a law has been broken;
- c. Protect the property from further damage;
- d. Cooperate with **us** in the investigation of a claim;
- e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss.
- f. Attach all bills, receipts and related documents that prove ownership and justify the figures in the inventory;
- g. As often as **we** reasonably require, show the damaged property;
- h. Provide **us** with records and documents **we** request and permit **us** to make copies;
- i. Submit to examination under oath, while not in the presence of another "**tenant**", and sign the same;
- j. Send to **us**, within 60 days after **our** request, the "**tenants**" signed, sworn proof of loss which sets forth, to the best of the "**tenants**" knowledge and belief:
  - (1) The time and cause of loss;
  - (2) The interests of all "**tenants**" and all others in the property involved and all liens on the property;
  - (3) Other insurance which may cover the loss;
  - (4) The inventory of damaged personal property described in d. above.

### 3. Loss Settlement

If **we** give the "**tenant**" written notice within 30 days after **we** receive the "**tenants**" signed, sworn proof of loss, **we** may repair or replace any part of the damaged property with material or property of like kind, quality, model year and condition.

**We** will pay no more than the least of the following amounts less the applicable deductible:

- a. Repair or replacement cost without deduction for depreciation; or
- b. The Limit of Insurance for loss to covered property; or
- c. For loss to any item described in **A. Damage To "Tenants" Personal Property, 7. Special Limits of Insurance**, the Limit of Insurance that applies to the item.

### 4. Loss to a Pair or Set

In case of covered "**property damage**" to a pair or set **we** may elect to:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between the actual cash value of the property before and after the loss.

### 5. Coverage Period

The coverage provided under this endorsement applies only to loss which occurs during the "**coverage period**" shown on the Declarations.

### 6. Other Insurance

If a loss covered by this endorsement is also covered by other insurance (including but not limited to personal property under a **tenants** renters or personal property insurance policy), insurance provided by this coverage is excess over any amounts payable under any such other insurance.

**7. Suit Against Us**

No action can be brought against **us** unless there has been full compliance with all of the terms of this Policy and the action is started within two years after the date of loss.

**8. Loss Payment**

**We** will adjust all losses with the “**tenant**”. **We** will pay the “**tenant**” unless some other person is legally entitled to receive payment. The loss will be payable 60 days after **we** receive the “**tenants**” proof of loss and reach an agreement with the “**tenant**”; or there is an entry of a final judgment; or there is a filing of an appraisal award with **us**.

**9. Follows Policy Terms and Conditions**

This endorsement is subject to the same terms and conditions of this policy to which it is attached.

**10. No Benefit to Bailee**

**We** will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this Policy.

**11. Nuclear Hazard Clause**

Coverage does not apply to any damage caused directly or indirectly by “nuclear hazard”. “Nuclear hazard” means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included in the policy.

**12. Recovered Property**

If the “**tenant**” or **we** recover any property for which **we** have made payment under this endorsement, the “**tenant**” or **we** will notify the other of the recovery. At the “**tenant’s**” option, the property will be returned to or retained by the “**tenant**” or it will become **our** property. If the recovered property is returned to or retained by the “**tenant**”, the loss payment will be adjusted based on the amount the “**tenant**” received for the recovered property.

**13. Concealment, Fraud, or Criminal Acts**

**We** do not provide coverage to any “**tenants**” under this endorsement if, whether before or after a loss, the “**tenant**” has intentionally concealed or misrepresented any material fact or circumstance; engaged in fraudulent or criminal conduct; or made false statements; relating to the insurance provided by the endorsement.

A criminal act includes any act deemed criminal under state or federal law. This includes, but is not limited to, the possession, use, production, sale, distribution, warehousing, processing, transportation and/or delivery of drugs or substances classified as Schedule I under the U.S. Controlled Substances Act, such as marijuana.

**14. Tenant Is Not a Named Insured**

The “**tenant**” is not a named insured, additional insured or additional named insured under this endorsement. The “**tenant**” is the Loss Payee to the extent that coverage has been afforded by the endorsement, subject to the following provisions;

- a. The “**tenant**” must be in good standing under the lease agreement with all rents and other amounts due from the “**tenant**” to the named insured; and
- b. The named insured must have paid **us** all premiums due to **us** under this policy.
- c. If the named insured fails to provide “**tenants**” with proper notice of coverage termination due to the sale of an “**insured location**”, then coverage under this policy will be provided to a “**tenant**” who has paid their premium. The “**tenant**” must provide the insurer evidence of payment for coverage to exist.

**STATUTORY CONFORMITY**

Any of the terms, conditions, exclusions, limitations or other provisions of this endorsement that are in conflict with any law applicable to the coverage afforded by the endorsement are hereby amended to conform to the requirements of such law or laws.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

Trisura Specialty Insurance Company  
**LEGAL LIABILITY TO LANDLORD INSURANCE**  
**POLICY EXECUTION ENDORSEMENT**

---

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

The Company has caused this policy to be signed by Authorized Officers.



---

Michael Beasley  
Trisura Specialty Insurance Company



---

Paul Kopecky  
Trisura Specialty Insurance Company

## PRIVACY POLICY

You have a relationship with one or more of the following Trisura Group Ltd. affiliate: *Trisura Specialty Insurance Company*. The trust of our customers is our most valuable asset. In the course of providing products and services to you we obtain information about you. Your trust in providing this information is safeguarded by keeping nonpublic personal information about our customers in a secure environment and using that information in accordance with this Privacy Policy.

This Privacy Policy generally describes our policy about obtaining and disclosing nonpublic information about you, examples of nonpublic information we collect and the companies with which we may share this information. These examples are for illustrative purposes only and are not intended to be considered a complete description of all information we collect, maintain, or use in our sharing practices. You may have other privacy protection under some State laws. We will comply with the applicable State and Federal laws regarding nonpublic information about you.

### Information we may collect.

**Customer Information.** Customer information includes identifying information such as your name, address, telephone number, employer, social security number, income, age, and demographic data about you. It also includes information about your transactions with us such as claims history, premiums, and insurance coverage.

**Financial Information.** Financial information is information covered by the Fair Credit Reporting Act and information such as your credit history, credit card usage, income, assets, and loan records. It also includes information from consumer reporting agencies, public records, and data collection agencies.

**Health Information.** Health information includes medical history provided by doctors, hospitals or other health care providers, other insurance companies, and you. Health information will be collected, as authorized, by you, or otherwise permitted by law, as we deem appropriate to determine eligibility for coverage, to process claims, and to prevent fraud.

### What we do with the information we obtain.

The nonpublic information we may collect as described above may be disclosed, where permitted by law, in order to offer you product and service. Examples of disclosures permitted by law would include disclosures to organizations who provide claims administration, underwriting, audits, investigation or policyholder services. We may use affiliated and nonaffiliated parties to perform these services. Services also include protecting against fraud and companies who maintain software for us. We may also disclose information in response to requests from law enforcement authorities or State insurance authorities.

### Independent Sales Agents and Agents in General.

Sales agents who represent us are independent, and your independent sales agent may gather and retain customer information, financial information, and/or health information about you. The use and protection of this information by your independent sales agent is your independent sales agent's responsibility, not the responsibility of *Trisura Group Ltd or its affiliated company*. If you have questions about how your independent sales agent may use or disclose this information, please contact your independent sales agent.

### Information regarding Former Customers.

We do not disclose nonpublic personal information about former customers except in accordance with this Privacy Policy.

### Changes to our Privacy Policy.

We reserve the right to modify, change or supplement this Privacy Policy at any time. If we make material changes to this policy, we will provide our customers with a revised notice that describes our new practices.



## SERVICE OF SUIT ENDORSEMENT

Pursuant to any statute of any state or district of the United States of America that makes provision therefor, the Insurer hereby designates the commissioner, superintendent or director of insurance or other officer specified for that purpose in the statute and his or her successors in office and duly authorized deputies in the state where this policy is issued, as the Insurer's true and lawful attorney for service of legal process in any action, suit or proceeding brought in the state where this policy is issued by or on behalf of an insured or beneficiary against the Insurer arising out of the insurance issued under this policy. Any legal process received by such attorney for service of legal process shall be forwarded, except as provided below, to the attention of:

Corporation Service Company  
1201 Hays Street  
Tallahassee, FL 32301

In California, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to the attention of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833-3505

In the District of Columbia, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to:

Corporation Service Company  
1090 Vermont Avenue N.W.  
Washington, DC 20005

In Illinois, the Director, at his or her option, may forward a copy of the process to the Surplus Line Association of Illinois for delivery to the unauthorized insurer or may deliver the process to unauthorized insurer by another means which the Director considers to be reasonably prompt and certain. To be valid, the process must state the names of the Insured and the unauthorized insurer and identify the contract of insurance.

In Maine, the Insurer hereby designates Corporation Service Company as its attorney for service of legal process in any action relating to this policy, and directs that all such legal process be mailed to:

Corporation Service Company  
45 Memorial Circle  
Augusta, ME 04330

In Oregon, the Insurer and the insured policyholder hereby agree to waive the provisions of Oregon Insurance Code Section 735.490 requiring that service of legal process in any action relating to this policy shall be served on the insurance agent who registered or delivered this policy, and instead agree that such process of legal process be mailed directly to:

Corporation Service Company  
1127 Broadway Street NE, Suite 310  
Salem, OR 97301

In Rhode Island, the Insurer hereby designates Corporation Service Company as its attorney for service of legal process in any action relating to this policy, and directs that all such legal process be mailed to:

Corporation Service Company  
222 Jefferson Boulevard, Suite 200  
Warwick, RI 02888

The foregoing designations of attorney for service of legal process upon the Insurer shall not constitute a waiver of the Insurer's rights to remove, remand, dismiss or transfer any suit or proceeding from any court, or to commence any suit or other proceeding in any court of competent jurisdiction.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

### ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.