AGREEMENT
We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS
A. In this policy, "you" and "your" refer to:
   1. The "Named Insured" shown in the Declarations; and
   2. The spouse, if a resident of the same household, including a domestic partner registered under Washington law, if a resident of the same household.
"We", "us" and "our" refer to the Company providing this insurance.
B. In addition, certain words and phrases are defined as follows:
   1. "Actual cash value" means:
      a. When the damage to property is economically repairable, "actual cash value" means the cost of repairing the damage, less reasonable deduction for wear and tear, deterioration and obsolescence.
      b. When the loss or damage to property creates a total loss, "actual cash value" means the market value of property in a used condition equal to that of the destroyed property, if reasonably available on the used market.
      c. Otherwise, "actual cash value" means the market value of new, identical or nearly identical property less reasonable deduction for wear and tear, deterioration and obsolescence.
   2. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:
      a. Liability for "bodily injury" or "property damage" arising out of the:
         (1) Ownership of such vehicle or craft by an "insured";
         (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
         (3) Entrustment of such vehicle or craft by an "insured" to any person;
         (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
         (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
      b. For the purpose of this definition:
         (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
         (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
         (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
         (4) Motor vehicle means a "motor vehicle" as defined in 10. below.
   3. "Bodily injury" means bodily harm, sickness or disease, except a disease which is transmitted by an "insured" through sexual contact. "Bodily injury" includes required care, loss of services and death resulting from covered bodily harm, sickness or disease.
   4. "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 "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;
   (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
   (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
   (4) The rendering of home day care services to a relative of an "insured".

5. "Domestic abuse" means:
   a. Physical harm, "bodily injury", assault or the infliction of fear of imminent physical harm, "bodily injury" or assault between family or household members;
   b. Sexual assault of one family or household member by another;
   c. Stalking, as defined in RCW 9A.46.110, of one family or household member by another family or household member; or
   d. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

6. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

7. "Fully enclosed floating home or building" means:
   A building with continuous walls on all sides, extending from the flotation system to the roof, with doors and windows (as deemed necessary) at various locations in the walls and including a continuous roof sheltering all areas within the wall perimeter.

8. "Insured" means:
   a. You and residents of your household who are:
      (1) Your relatives; or
      (2) Other persons under the age of 21 and in the care of any person named above;
   b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      (1) 24 and your relative; or
      (2) 21 and in your care or the care of a person described in a.(1) above; or
   c. Under Section II:
      (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
      (2) With respect to a "motor vehicle" to which this policy applies:
         (a) Persons while engaged in your employ or that of any person included in a. or b. above; or
         (b) Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word "an" immediately precedes the word "insured", the words "an" "insured" together mean one or more "insureds".

9. "Insured location" means:
   a. The "Residential Floating Home" or "Floating Home";
   b. The part of other premises, other structures and grounds used by you as a residence; and
      (1) Which is shown in the Declarations; 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 a premises described in a. and b. above;

d. Any part of a premises:
   (1) Not owned by an "insured"; and
   (2) Where an "insured" is temporarily residing;

e. Vacant land, other than farmland, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

10. "Motor vehicle" means:
   a. A self-propelled land or amphibious vehicle; or
   b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
   a. "Bodily injury"; or
   b. "Property damage".

12. "Property damage" means physical injury to, destruction of or loss of use of tangible property.

13. "Replacement cost" means:
   a. In case of loss or damage to buildings, the cost, at the time of loss, to repair or replace the damaged property with new materials of like kind and quality, without deduction for depreciation.
   b. In case of loss to personal property, the cost, at the time of loss, of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer manufactured or is not available, replacement cost means the cost of a new article similar to the one damaged or destroyed and which is of comparable quality and usefulness, without deduction for depreciation.

14. "Residence employee" means:
   a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence floating home", including household or domestic services; or
   b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

15. "Residential Floating Home" or "floating home" means:
   a. A floating structure as described on the declaration page. It is supported by the floating system and held in position by securing lines and devices to pilings or other secure fixtures. This "floating home" is used for residential purposes and includes any attached docks, walkways, decks that are part of the floating home.

16. "Floatation systems" means:
   a. The material used to provide adequate buoyancy to support the floating home.

17. "Floating Structure" mean
   a. The residential floating home constructed on a floatation system.

18. "Latent Defect" means:
   a. A flaw in the material or equipment that is existing at the time of the construction of the "floating home" or its machinery and that is not discoverable by ordinary methods of testing.
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19. “Perils of the Sea” means:
   a. Accidents and dangers peculiar to maritime activities, such as storms, waves, and wind; collision; grounding; fire, smoke and noxious fumes; flooding, sinking and capsizing; loss of propulsion or steering; and any other hazards resulting from the unique environment of the sea.

20. “Seaworthy Condition” means:
   a. The “floating home” is in a fit condition to be moored in the designated moorage. The structure is stable and floatation system is water tight at the time of any loss or damage.

21. “Stranding” means:
   a. grounding of the floating home, causing it to remain fast for an appreciable length of time

22. “Port Risk” means
   a. Floating home is confined to the port area listed on the declaration page.

23. “Watercraft” means:
   a. A craft designed and manufactured for water transportation.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I that exceeds the deductible amount shown in the Declarations.

SECTION I – PROPERTY COVERAGES

A. Coverage A – Residential Floating Home
   1. We cover:
      a. The “residential floating home” shown in the Declarations, and
      b. Materials and supplies located on or next to the “residential floating home” used to construct, alter or repair the “residential floating home”.
   2. We do not cover
      a. any floating systems, including but not limited to materials used in the floatation system, such as stringers, beams and girders, pilings, barrels, and other floating material except for the peril of fire.
      b. We do not cover the floating home under construction or renovation while unoccupied or vacant.

B. Coverage B – Other Structures
   1. We cover up to 10% of the limit of liability that applies to section A to other structures set apart from the “residential floating home”. This includes structures used in conjunction with the “residential floating home” as declared on the declaration page such as a personal boathouse or personal garage. Use of this coverage does not reduce the Coverage A limit of liability.
   2. We do not cover:
      a. Land, including land on which the other structures are located;
      b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
      c. Other structures from which any “business” is conducted; or
      d. Other structures used to store “business” property. However, we do cover a structure that contains “business” property solely owned by an “insured” or a tenant of the dwelling provided that “business” property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
   3. We cover up to 10% of the limit of liability that applies to Coverage A to the floatation systems of the “residential floating home”. Use of this coverage does not reduce the Coverage A limit of liability.
C. Coverage C – Personal Property

1. Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

a. Others while the property is on the part of the "residential floating home" occupied by an "insured"; or
b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

2. Limit For Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residential floating home", other than the "residential floating home ", is 10% of the limit of liability for Coverage C, or $1,000, whichever is greater. However, this limitation does not apply to personal property:

a. Moved from the "residential floating home" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
b. Stored in a locked and managed storage facility with controlled access into the storage facility.

b. In a newly acquired "residential floating home" for 30 days from the time you begin to move the property there

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

a. $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.

b. $1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

c. $3,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.

d. $1,500 on trailers or semitrailers not used with watercraft of all types.

e. $1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.

f. $2,500 for loss by theft of firearms and related equipment.

g. $2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

h. $2,500 on property, on the "residential floating home premises", used primarily for "business" purposes.

i. $500 on property, away from the "residential floating home premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.

j. $1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category j.

k. $1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residential floating home premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category k.

4. Property Not Covered

We do not cover:

a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

b. Animals, birds or fish;

c. "Motor vehicles".

(1) This includes:

(a) Their accessories, equipment and parts; or

(b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

(2) We do cover "motor vehicles" not required to be licensed for use on public roads or property which are:

(a) Used solely to service an "insured's" residence; or

(b) Designed to assist the handicapped;

d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in E.10. Landlord's Furnishings under Section I – Property Coverages;

h. Property rented or held for rental to others off the "floating home premises";

i. "Business" data, including such data stored in:

(1) Books of account, drawings or other paper records; or

(2) Computers and related equipment.

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;

j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages;

D. Coverage D – Loss Of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Civil Authority Prohibits Use below.

1. Additional Living Expense

If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. Civil Authority Prohibits Use
   If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in 1. Additional Living Expense and 2. Fair Rental Value above for no more than two weeks.

3. Loss Or Expense Not Covered
   We do not cover loss or expense due to cancellation of a lease or agreement.

   The periods of time under 1. Additional Living Expense, 2. Civil Authority Prohibits Use above are not limited by expiration of this policy.

E. Additional Coverages
   1. Debris Removal
      a. We will pay up to 10% of Coverage A for your reasonable expense for the removal of debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss.

         This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 10% of that limit is available for such expense.

   2. Reasonable Repairs
      a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

      b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

         (1) Increase the limit of liability that applies to the covered property; or

         (2) Relieve you of your duties, in case of a loss to covered property, described in B.4. under Section I – Conditions.

   3. Trees, Shrubs And Other Plants
      We cover trees, shrubs, plants on the "residential floating home premises", for loss caused by the following Perils Insured Against:

      a. Fire or Lightning;
      b. Explosion;
      c. Riot or Civil Commotion;
      d. Aircraft;
      e. Vehicles not owned or operated by a resident of the "residence premises";
      f. Vandalism or Malicious Mischief; or
      g. Theft.

      We will pay up to five percent of the limit of liability that applies to the "floating home" for all trees, shrubs, plants. No more than $500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

      This coverage is additional insurance.

   4. Fire Department Service Charge
      We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

      This coverage is additional insurance. No deductible applies to this coverage.
5. Property Removed

We insure covered property against direct loss from any cause while being removed from the residential floating home endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. We will pay up to $500 for:
   (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
   (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
   (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
   (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

   All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

   This coverage is additional insurance. No deductible applies to this coverage.

b. We do not cover:
   (1) Use of a credit card, electronic fund transfer card or access device:
      (a) By a resident of your household;
      (b) By a person who has been entrusted with either type of card or access device; or
      (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
   (2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in a. above applies, the following defense provisions also apply:
   (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
   (2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.
   (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

a. We will pay up to $2,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residential floating home", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:
   (1) Earthquake; or
   (2) Land shock waves or tremors before, during or after a volcanic eruption.

   The limit of $2,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.
8. Collapse
   a. With respect to this Additional Coverage:
      (1) Collapse means an abrupt falling down or caving in of the “residential floating home” or any part of a “residential floating home” with the result that the “residential floating home” or part of the “residential floating home” cannot be occupied for its current intended purpose.
      (2) A “residential floating home” or any part of a “residential floating home” that is in danger of falling down or caving in is not considered to be in a state of collapse.
      (3) A part of a “residential floating home” that is standing is not considered to be in a state of collapse even if it has separated from another part of the “residential floating home”.
      (4) A “residential floating home” or any part of a “residential floating home” that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
   b. We insure for direct physical loss to covered property involving collapse of a “residential floating home” or any part of a “residential floating home” if the collapse was caused by one or more of the following:
      1) The Perils Insured Against named under Coverage C;
      2) Decay that is hidden from view, unless the presence of such decay is known to an “insured” prior to collapse;
      3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an “insured” prior to collapse;
   c. Loss to an awning, fence, patio, deck, pavement, under floatation system pipe, flue, drain, holding tank, bulkhead, pier, wharf or dock is not included under b.(2) through (4) above, unless the loss is a direct result of the collapse of the “floating home” or any part of the “floating home”.
   d. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material
   a. We cover:
      (1) The breakage of glass or safety glazing material which is part of a covered “residential floating home”, storm door or storm window;
      (2) The breakage of glass or safety glazing material which is part of a covered “residential floating home”, storm door or storm window when caused directly by earth movement; and
      (3) 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 a “residential floating home”, storm door or storm window.
   b. 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 in a.(3) above; or
      (2) On the “residential floating home premises” if the “residential floating home” has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in a.(2) above. A floating home being constructed is not considered vacant.
   c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Ordinance Or Law
    a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
        (1) The construction, demolition, remodeling, renovation or repair of that part of a covered “floating home” or other structure damaged by a Peril Insured Against;
(2) The demolition and reconstruction of the undamaged part of a covered “floating home” or other structure when that “floating home” or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered “floating home” or other structure; or

(3) The remodeling, removal or replacement of the portion of the undamaged part of a covered “floating home” or other structure necessary to complete the remodeling, repair or replacement of that part of the covered “floating home” or other structure damaged by a Peril Insured Against.

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

c. We do not cover:

(1) The loss in value to any covered “floating home” or other structure due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires any “insured” or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered “floating home” or other structure.

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.

This coverage is additional insurance.

11. Grave Markers

a. We will pay up to $5,000 for grave markers, including mausoleums, on or away from the “residence premises” for loss caused by a Peril Insured Against under Coverage C.

This coverage does not increase the limits of liability that apply to the damaged covered property.

13. Moving Damage to the Residential Floating Home

a. We will pay up to $15,000 for direct physical loss or damage to the insured property while your “floating home” is being towed or moved to a new location within your marina. Permission for towing or moving to a location outside the declared marina must be granted by endorsement.

This additional coverage is in excess of the limits of liability and is subject to the policy deductible.

14. Direct Damage to Property by Animals

a. We will pay up to $10,000 for direct physical loss or damage to the “residential floating home” caused by animals such as otters, rodents, muskrats, beavers and other such animals.

This additional coverage is in excess of the limits of liability and is subject to the policy deductible.

15. Moorage Fee Coverage

a. We will pay up to $10,000 for your moorage slip rental fee if due to a covered loss or damage to your “residential floating home” results in the property being unfit to occupy. This coverage does not include any assessments or fines not related to the moorage fee.

This additional coverage is in excess of the limits of liability and is subject to the policy deductible.

SECTION I – PERILS INSURED AGAINST

A. Coverage A – Residential Floating Home And Coverage B – Other Structures

1. We insure against risk of direct physical loss including Perils of the Seas to property described in Coverages A and B.

2. We do not insure, however, for loss:

a. Excluded under Section I – Exclusions;

b. Involving collapse, except as provided in E.8. Collapse under Section I – Property Coverages; or
c. Caused by:

(1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

(a) Maintain heat in the “floating home”; or
(b) Shut off the water supply and drain all systems and appliances of water.

However, if the “residential floating home” is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the “residential floating home” for coverage to apply.

For purposes of this provision, 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;

(2) Theft in or to a “floating home” under construction, or of materials and supplies for use in the construction until the “floating home” is finished and occupied;

(3) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the “floating home” has been vacant for more than 60 consecutive days immediately before the loss. A “floating home” being constructed is not considered vacant;

(4) Mold, fungus or wet rot.

(5) Any of the following:

(a) Wear and tear, delamination, marring, deterioration;
(b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
(c) Smog, rust or other corrosion, or dry rot;
(d) Smoke from agricultural smudging or industrial operations;
(e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.

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;

(f) Seepage or leakage of water or the presence of moisture, vapor, humidity or condensation.

(g) Birds, vermin, rodents or insects; or

(h) Animals owned or kept by an “insured”.

But if loss by collapse, as provided in E.8. Collapse under Section I – Property Coverages results, we will pay for that resulting loss.

**Exception To c. (5)**

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

(i) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the “residence premises”. This includes the cost to tear out and replace any part of a “residential floating home” but only when necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, 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.
B. Coverage C – Personal Property

We insure for direct physical loss to the property described in Coverage C caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail
   This peril includes loss to watercraft of all types and their trailers, furnishings, equipment and outboard engines or motors, only while inside a “fully enclosed “floating home”.
   This peril does not include loss to the property contained in a “floating home” caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the “floating home” causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft
   This peril includes self-propelled missiles and spacecraft.

6. Vehicles
   This peril means a device designed or used to transport persons or property.

7. Smoke
   This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.
   This peril does not include loss caused by smoke from agricultural smudging or industrial operations, such as slash burns.

8. Vandalism Or Malicious Mischief

9. Theft
   a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
   b. This peril does not include loss caused by theft:
      (1) Committed by an "insured";
      (2) In or to a "floating home" under construction, or of materials and supplies for use in the construction until the "floating home" is finished and occupied;
      (3) From that part of a ""floating home" rented by an "insured" to someone other than another "insured";
      (4) That occurs off the ""floating home" premises" of:
         (a) Trailers, and campers;
         (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
         (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.

   However, property described in (b) above is covered if, at the time of loss caused by theft, it is parked inside a private boathouse or garage immediately adjacent to the "residence premises".

10. Falling Objects
    This peril does not include loss to property contained in a “floating home” unless the roof or an outside wall of the “floating home” is first damaged by a falling object. Damage to the falling object itself is not included.

11. Weight Of Ice, Snow Or Sleet
    This peril means weight of ice, snow or sleet which causes damage to property contained in the “floating home".
12. Accidental Discharge Or Overflow Of Water Or Steam
   a. This peril means 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.
   b. This peril does not include loss:
      (1) To the system or appliance from which the water or steam escaped;
      (2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;
      (3) On the "residence floating home" caused by accidental discharge or overflow which occurs off the
          "residence floating home "; or
      (4) Caused by mold, fungus or wet rot.
   c. In this peril, a plumbing system or household appliance does not include a thruhull fitting, sump, sump
      pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging
    This peril means 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.
    We do not cover loss caused by or resulting from freezing under this peril.

14. Freezing
    a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler
       system or of a household appliance but only if you have used reasonable care to:
       (1) Maintain heat in the building; or
       (2) Shut off the water supply and drain all systems and appliances of water.
       However, if the “floating home” is protected by an automatic fire protective sprinkler system, you must
       use reasonable care to continue the water supply and maintain heat in the “floating home” for coverage
       to apply.
    b. In this peril, a plumbing system or household appliance does not include a holding tank, thru-hull fitting,
       sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or
       equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current
    This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of
    appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

16. Volcanic Action
    a. This peril means direct loss resulting from the eruption of a volcano when the loss is caused by:
       (1) Volcanic blast or airborne shock waves;
       (2) Ash, dust or particulate matter; or
       (3) Lava flow.
    b. This peril does not provide coverage for:
       1) Portions of buildings not completely enclosed; or
       2) Personal property contained within those buildings.
    c. All volcanic eruptions that occur within any 72-hour period will be considered as one volcanic eruption.
    d. Direct loss includes the cost to remove the ash, dust or particulate matter from the interior and exterior
       surfaces of the covered “floating home” and from personal property contained in the building.
       Payment for removal applies only to the initial deposit of ash, dust or particulate matter following a
       volcanic eruption. Subsequent deposits arising from the movement of volcanic dust or ash by wind or
       other means are not covered.
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17. Perils of the Seas
   a. This peril means an accidents and dangers peculiar to maritime activities, such as storms, waves, and wind; collision; grounding; fire, smoke and noxious fumes; flooding, sinking and capsizing; loss of propulsion or steering; and any other hazards resulting from the unique environment of the sea.

18. Water Damage
   a. Caused by waves, wave wash, wake wash from non-owned watercraft, tidal waters, or overflow of a body of water except tidal waves called tsunami.

19. Non-Owned Watercraft
   a. Except hired, borrowed, owned, or operated by the insured or resident of the residential floating home.

SECTION I—EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law
   Ordinance Or Law means any ordinance or law:
   a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided for in E.11. Ordinance Or Law under Section I—Property Coverages;
   b. The requirements of which result in a loss in value to property; or
   c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

   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.

   This Exclusion 1. applies whether or not the property has been physically damaged.

2. Earth Movement
   Earth Movement 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
   d. Any other earth movement including earth sinking, rising or shifting;

   caused by or resulting from human or animal forces or any act of nature.

   However, if loss by fire, explosion or theft results, we will pay for that resulting loss.

3. Water Damage
   Water Damage means:
   a. Water or waterborne material which backs up through sewers or drains or which overflows or is discharged from a bilge pump, sump, sump pump or related equipment; or

   caused by or resulting from human or animal forces or any act of nature.

   However, if loss by fire, explosion or theft results, we will pay for that resulting loss.

4. Power Failure
   Power Failure means the failure of power or other utility service if the failure takes place off the "floating home". But if the failure results in a loss, from a Peril Insured Against on the "residential floating home", we will pay for the loss caused by that peril.
5. **Neglect**

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

6. **War**

War includes the following and any consequence of any of the following:

a. Undeclared war, civil war, insurrection, rebellion or revolution;

b. Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. **Nuclear Hazard**

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in M. Nuclear Hazard Clause under Section I – Conditions.

8. **Intentional Loss**

a. Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

b. However, this exclusion or Condition P. Concealment Or Fraud under Section I – Conditions, will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:

(1) Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and

(2) Did not cooperate in or contribute to the creation of the loss.

c. If we pay a claim pursuant to Paragraph 8.b., our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

9. **Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

10. **Weather Conditions**

This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in this policy to produce the loss. However, if loss by fire or explosion results in loss to property described in Coverage A or B, we will pay for that resulting loss.

11. **Acts Or Decisions**

Acts Or Decisions include the failure to act or decide, of any person, group, organization or governmental body.

12. **Faulty, Inadequate Or Defective Activities**

The activities include:

a. Planning, zoning, development, surveying, siting;

b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

c. Materials used in repair, construction, renovation or remodeling; or

d. Maintenance;

of part or all of any property whether on or off the "residence premises". However, if loss by fire, explosion or theft results, we will pay for that resulting loss.
13. Towing
   a. This means the towing or moving of the “floating home” from the location listed on the declaration page, unless prior approval is given by endorsement. Exception is when action is taken to protect the insured property insured under this policy from further loss.

14. Stranding Sinking, or Partial Sinking or Capsize of the Floating Home
   a. Caused by direct result of failure of bilge or pumps, holding tank, sump pump, or thru hull fittings or other equipment.
   b. Caused by changes in the tides or change in the river depth under the Floating Home.

SECTION I – CONDITIONS

A. Insurable Interest And Limit Of Liability
   Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
   1. To an “insured” for more than the amount of such “insured’s” interest at the time of loss; or
   2. For more than the applicable limit of liability.

B. Seaworthy Condition of the Residential Floating Home
   1. It is warranted that you will maintain your “floating home” in a seaworthy condition at all times.

C. Navigation Limits while afloat
   1. Port Risk coverage as described on the declaration page unless permission is granted to change the location of the residential floating home.

D. Duties After Loss
   In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an “insured” seeking coverage, or a representative of either:
   1. Give prompt notice to us or our agent;
   2. Notify the police in case of loss by theft;
   3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages;
   4. Protect the property from further damage. If repairs to the property are required, you must:
      a. Make reasonable and necessary repairs to protect the property; and
      b. Keep an accurate record of repair expenses;
   5. Cooperate with us in the investigation of a claim;
   6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
   7. As often as we reasonably require:
      a. Show the damaged property;
      b. Provide us with records and documents we request and permit us to make copies; and
      c. Submit to examination under oath, while not in the presence of another “insured”, and sign the same;
   8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
      a. The time and cause of loss;
      b. The interests of all “insureds” and all others in the property involved and all liens on the property;
      c. Other insurance which may cover the loss;
      d. Changes in title or occupancy of the property during the term of the policy;
e. Specifications of damaged floating home and detailed repair estimates;
f. The inventory of damaged personal property described in 6. above;
g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
h. Evidence or affidavit that supports a claim under E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.

C. Loss Settlement
In this Condition C., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in E.11. Ordinance Or Law under Section I – Property Coverages. Covered property losses are settled as follows:
1. Property of the following types:
   a. Personal property;
   b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to "floating home";
   c. Structures that are not buildings; and
   d. Grave markers, including mausoleums;
at "actual cash value" at the time of loss but not more than the amount required to repair or replace.
2. Residential Floating Home covered under Coverage A or B at "replacement cost" without deduction for depreciation, subject to the following:
   a. If, at the time of loss, the amount of insurance in this policy on the damaged “floating home” is 80% or more of the full "replacement cost" of the “floating home” immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:
      (1) The limit of liability under this policy that applies to the "residential floating home";
      (2) The "replacement cost" of that part of the “residential floating home “damaged for like use; or
      (3) The necessary amount actually spent to repair or replace the damaged “residential floating home”. .
   b. If, at the time of loss, the amount of insurance in this policy on the damaged “residential floating home” is less than 80% of the full "replacement cost" of the "residential floating home” immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
      (1) The "actual cash value" of that part of the “residential floating home” damaged; or
      (2) That proportion of the cost to repair or replace, after application of any deductible and without deduction for depreciation, that part of the “residential floating home” damaged, which the total amount of insurance in this policy on the damaged "residential floating home" bears to 80% of the "replacement cost" of the "residential floating home".
   c. We will pay no more than the "actual cash value" of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.
   However, if the cost to repair or replace the damage is both:
      (1) Less than five percent of the amount of insurance in this policy on the building; and
      (2) Less than $2,500;
   we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.
   d. You may disregard the "replacement cost" loss settlement provisions and make claim under this policy for loss to “residential floating home” on an "actual cash value" basis. You may then make claim for any additional liability according to the provisions of this Condition C. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.
D. Loss To A Pair Or Set
   In case of loss to a pair or set we may elect to:
   1. Repair or replace any part to restore the pair or set to its value before the loss; or
   2. Pay the difference between "actual cash value" of the property before and after the loss.

E. Appraisal
   If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
   Each party will:
   1. Pay its own appraiser; and
   2. Bear the other expenses of the appraisal and umpire equally.

F. Other Insurance And Service Agreement
   If a loss covered by this policy is also covered by:
   1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
   2. A service agreement, this insurance is excess over any amounts payable under any such agreement.
      Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

G. Suit Against Us
   No action can be brought against us unless:
   1. There has been full compliance with all of the terms under Section I of this policy; and
   2. The action is started within two years after the date of loss.
   However, if an action is brought against us under the Insurance Fair Conduct Act, then 20 days prior to filing such an action, we and the Office of the Insurance Commissioner must be provided written notice of the basis for the cause of action. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested. We and the Insurance Commissioner will be deemed to have received the notice three days after mailing.

H. Our Option
   If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

I. Loss Payment
   We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:
   1. Reach an agreement with you;
   2. There is an entry of a final judgment; or
   3. There is a filing of an appraisal award with us.

J. Abandonment Of Property
   We need not accept any property abandoned by an "insured".

K. Mortgage Clause
   Insurance Commissioner's Regulation No. 335/WAC-284-21-010 requires that Form 372 (Ed. 11-50) or Form 438 BFU (Ed. 5-42) be endorsed on this policy, if applicable.
L. 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.

M. Nuclear Hazard Clause
   1. "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.
   2. 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 within the Perils Insured Against.
   3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

N. Recovered Property
   If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

O. Policy Period
   This policy applies only to loss which occurs during the policy period.

P. Concealment Or Fraud
   We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:
   1. Intentionally concealed or misrepresented any material fact or circumstance; or
   2. Engaged in fraudulent conduct;
      a. relating to this insurance.

SECTION II – LIABILITY COVERAGE

A. Coverage E – Personal Liability
   If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:
   1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
   2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of payment for this coverage has been exhausted by payment of judgments or settlements.

B. Coverage F – Medical Payments To Others
   We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:
   1. To a person on the "insured location" with the permission of an "insured"; or
   2. To a person off the "insured location", if the "bodily injury":
      a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
      b. Is caused by the activities of an "insured";
      c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
      d. Is caused by an animal owned by or in the care of an "insured".

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SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
   a. Is licensed for use on public roads or property;
   b. Is not licensed for use on public roads or property, but such license is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
   c. Is being:
      (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
      (2) Rented to others;
      (3) Used to carry persons or cargo for a charge; or
      (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
   a. In dead storage on an "insured location";
   b. Used solely to service an "insured's" residence;
   c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
      (1) Being used to assist a handicapped person; or
      (2) Parked on an "insured location";
   d. Designed for recreational use off public roads and:
      (1) Not owned by an "insured"; or
      (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definition B.9.a., b., d., e. or h.; or
   e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
      (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
         (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
         (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
         (c) Cross public roads at designated points to access other parts of the golfing facility; or
      (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

1. Coverages E and F do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
   a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
   b. Rented to others;
   c. Used to carry persons or cargo for a charge; or
   d. Used for any "business" purpose.

2. If Exclusion B.1. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
   a. Is stored;
b. Is a sailing vessel, with or without auxiliary power, that is:
   (1) Less than 26 feet in overall length; or
   (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or

c. Is not a sailing vessel and is powered by:
   (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      (a) 50 horsepower or less and not owned by an "insured"; or
      (b) More than 50 horsepower and not owned by or rented to an "insured"; or
   (2) One or more outboard engines or motors with:
      (a) 25 total horsepower or less;
      (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
      (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
          (i) You declare them at policy inception; or
          (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"
   This policy does not cover "aircraft liability".

D. "Hovercraft Liability"
   This policy does not cover "hovercraft liability".

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others
   Coverages E and F do not apply to the following:

1. Expected Or Intended Injury
   "Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
   a. Is of a different kind, quality or degree than initially expected or intended; or
   b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

   However, this Exclusion E.1. does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property.

2. "Business"
   a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

   This Exclusion E.2. 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".

   b. This Exclusion E.2. does not apply to:

      (1) The rental or holding for rental of an "insured location":
          (a) On an occasional basis if used only as a residence;
          (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
          (c) In part, as an office, school, studio or private garage; and
(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed 
"business" with no employees;

3. Professional Services
"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional 
services;

4. "Insured's" Premises Not An "Insured Location"
"Bodily injury" or "property damage" arising out of a premises:
   a. Owned by an "insured";
   b. Rented to an "insured"; or
   c. Rented to others by an "insured";
      that is not an "insured location";

5. War
"Bodily injury" or "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;
   b. Warlike act by a military force or military personnel; or
   c. Destruction, seizure or use for a military purpose.
   Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse
"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or 
mental abuse; or

7. Controlled Substance
"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or 
possession by any person of a controlled substance as defined by the Federal Food and Drug Law at 21 
U.S.C.A. Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, 
marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of 
prescription drugs by a person following the orders of a licensed physician.

Exclusions
"residence employee" arising out of and in the course of the "residence employee's" employment by an 
"insured".

F. Coverage E – Personal Liability
Coverage E does not apply to:

1. Liability:
   a. For any loss assessment charged against you as a member of an association, corporation or 
      community of property owners, except as provided in D. Loss Assessment under Section II – Additional 
      Coverages;
   b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply 
      to written contracts:
      (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
      (2) Where the liability of others is assumed by you prior to an "occurrence";
         unless excluded in a. above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an 
   "insured" 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";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
   a. Workers' compensation law;
   b. Nonoccupational disability law; or
   c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:
   a. Is also an insured under a nuclear energy liability policy issued by the:
      (1) Nuclear Energy Liability Insurance Association;
      (2) Mutual Atomic Energy Liability Underwriters;
      (3) Nuclear Insurance Association of Canada;
      or any of their successors; or
   b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definition 8.a. or b.

   This exclusion also applies to any claim made or suit brought against you or an "insured":
   a. To repay; or
   b. Share damages with;

   another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage F – Medical Payments To Others

   Coverage F does not apply to "bodily injury":
   1. To a "residence employee" if the "bodily injury":
      a. Occurs off the "insured location"; and
      b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
   2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
      a. Workers' compensation law;
      b. Nonoccupational disability law; or
      c. Occupational disease law;
   3. From any:
      a. Nuclear reaction;
      b. Nuclear radiation; or
      c. Radioactive contamination;
      all whether controlled or uncontrolled or however caused; or
      d. Any consequence of any of these; or
   4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

   We pay:
   1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
   2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" 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

4. 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 limit of liability that applies.

B. First Aid Expenses
We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others
1. We will pay, at "replacement cost", up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
   a. To the extent of any amount recoverable under Section I;
   b. Caused intentionally by an "insured" who is 13 years of age or older;
   c. To property owned by an "insured";
   d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
   e. Arising out of:
      (1) A "business" engaged in by an "insured";
      (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
      (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
      This Exclusion e.(3) does not apply to a "motor vehicle" that:
      (a) Is designed for recreational use off public roads;
      (b) Is not owned by an "insured"; and
      (c) At the time of the "occurrence" is not required by law, or regulation issued by a government agency, to have been licensed for it to be used on public roads or property.

D. Loss Assessment
1. We will pay up to $1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence floating home premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
   a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
   b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
      (1) Is elected by the members of a corporation or association of property owners; and
      (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of $1,000 is the most we will pay for loss arising out of:
   a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
   b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
SECTION II – CONDITIONS

A. Limit Of Liability

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

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F Limit Of Liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
   a. The identity of the policy and the "Named Insured" shown in the Declarations;
   b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
   c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
   a. To make settlement;
   b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
   c. With the conduct of suits and attend hearings and trials; and
   d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to C. Damage To Property Of Others under Section II – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage F – Medical Payments To Others

1. The injured person or someone acting for the injured person will:
   a. Give us written proof of claim, under oath if required, as soon as is practical; and
   b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage F – Medical Payments To Others

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

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"
Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

H. Other Insurance
This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period
This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Concealment Or Fraud
We do not provide coverage to an "insured" who, whether before or after a loss, has:
1. Intentionally concealed or misrepresented any material fact or circumstance; or
2. Engaged in fraudulent conduct; relating to this insurance.

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause
If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of this policy; or
2. An amendatory endorsement.

B. Waiver or Change of Policy Provisions
A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any rights.

C. Cancellation
1. You may cancel this policy at any time by notifying us or the insurance producer of the date cancellation is to take effect in one of the following ways:
   a. Returning of this policy to us;
   b. Written notice by mail, facsimile, or email; or
   c. Verbal notice.

   If the date of cancellation is not specified, cancellation shall take effect upon our receipt of such notice.

2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, together with our reason for cancellation, will be mailed to you and, if applicable, your insurance producer at the last address known to us or shown by our records. Proof of mailing will be sufficient proof of notice.
   a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
   b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 45 days before the date cancellation takes effect.
   c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
(1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

(2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 45 days before the date cancellation takes effect.

d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 45 days before the date cancellation takes effect.

e. With respect to Paragraphs 2.b., c. and d. above, if two or more of the following conditions exist at any “floating home “that is covered under this policy, we may cancel this policy by letting you and, if applicable, your insurance producer know at least five days before the date cancellation takes effect. We will also let any mortgagee or other person shown by the policy to have an interest in a covered loss know at least 20 days before the date cancellation takes effect.

(1) Without reasonable explanation, the “floating home “is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the “floating home “is maintained for seasonal occupancy or is under construction or repair;

(2) Without reasonable explanation, progress toward completion of permanent repairs to the “floating home” has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;

(3) Because of its physical condition, the “floating home” is in danger of collapse;

(4) Because of its physical condition, a vacation or demolition order has been issued for the building, or it has been declared unsafe in accordance with applicable law;

(5) Fixed and salvageable items have been removed from the building, indicating intent to vacate the building;

(6) Without reasonable explanation, heat, water, sewer and electricity are not furnished for the “floating home” for 60 consecutive days; or

(7) The “floating home” is not maintained in substantial compliance with fire, safety and building codes.

3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it as soon as possible, but no later than:

a. 45 days after we send a notice of cancellation to you; or

b. 30 days after we receive the policy or a notice of cancellation from you.

5. Except as noted above, if the policy is cancelled by us, we will give the same advance notice of cancellation in writing to, if applicable, your insurance producer, and any mortgagee or other person shown by the policy to have an interest in a covered loss as we give to you. The cancellation notice may be delivered or mailed; if mailed, proof of mailing will be sufficient proof of notice.

D. Nonrenewal

1. We may elect not to renew this policy. We may do so by mailing to you and, if applicable, your insurance producer at the last address known to us or shown by our records, written notice, including our reason for refusing to renew, at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

2. If we have offered in writing, either directly or through our agent, at least 20 days before the expiration date of this policy, to renew this policy, and have included a statement of the renewal premium due, we may terminate this policy on its expiration date if you fail to pay the required premium when due.

3. The following may be used for the purpose of determining the date when nonrenewal can be effected:

a. A policy with a term of six months or less is considered as if written for a policy period of six months.

b. A policy written for a term longer than one year or a policy with no fixed expiration date is considered as if written for a period of one year.

E. Assignment

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

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage F or Paragraph C. Damage to Property of Others under Section II – Additional Coverages.

If we pay an "insured", who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that "insured" to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That "insured" may not waive such rights to recover against the perpetrator of the "domestic abuse".

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, including a domestic partner registered under Washington law, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and

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