

## AMENDMENT OF POLICY TERMS Form HO 0001

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

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### PROPERTY COVERAGES

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#### EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

Earth Movement is deleted and replaced by the following:

##### Earth Movement

- 1) "We" do not pay for loss caused by earth movement whether the earth movement results from a natural cause, a manmade cause, or a combination thereof.

Manmade causes include but are not limited to:

- a) construction or excavation activities;
- b) blasting;
- c) extracting gas, heat, minerals, oil, steam, water, or any other natural resource, substance, or material from below the earth's surface by any process, including but not limited to:
  - (1) hydraulic fracturing;
  - (2) mining;
  - (3) drilling; or
  - (4) geothermal energy extraction;
- d) injecting any natural resource, substance, or material, including but not limited to water and wastewater, below the earth's surface for any purpose;
- e) storing any natural resource, substance, or material, including but not limited to carbon dioxide, below the earth's surface; or
- f) any combination of a) through e) above.

- 2) In this exclusion, earth movement means any movement of earth, including:
- a) earthquake, earth tremor, or earth temblor, including any aftershocks, whether manifested in shaking, ground displacement, or otherwise;
  - b) soil liquefaction, whether or not caused by:
    - (1) earthquake;
    - (2) earth tremor; or
    - (3) earth temblor;
  - c) land shock waves or tremors before, during, or after a volcanic eruption;
  - d) landslide, mudflow, or mudslide, including the movement of matter present in or carried or otherwise moved by:
    - (1) landslide;
    - (2) mudflow; or
    - (3) mudslide;
  - e) subsidence; or
  - f) any other earth movement, including but not limited to:
    - (1) earth sinking, rising, or shifting;
    - (2) movement caused by the:
      - (a) expansion;
      - (b) contraction;
      - (c) compaction, whether improper or otherwise;
      - (d) freezing;
      - (e) thawing; or
      - (f) shrinking;of earth; or
  - (3) movement caused by:
    - (a) erosion; or
    - (b) water below the earth's surface.

However, this does not include Sinkhole Collapse as described under the Perils Insured Against.

Earth includes but is not limited to ground, soil, sediments, substrates, and strata.

- 3) With respect to earth movement that results from a manmade cause or a combination of natural and manmade causes, this exclusion applies:
  - a) whether or not the earth movement results from an error or omission of any person, group, organization, or governmental body or authority;
  - b) whether or not the cause of the earth movement originates on or under covered property; and
  - c) whether or not the earth movement results from activities being performed at the request of an "insured" or for an "insured's" benefit.
- 4) This exclusion does not apply to:
  - a) direct loss to covered property caused by fire or explosion resulting from earth movement; or
  - b) loss caused by theft that is otherwise covered by this policy.

"We" may make investigations and settle claims or suits that "we" decide are appropriate.

**“WE” DO NOT HAVE TO PROVIDE A DEFENSE AFTER “WE” HAVE PAID AN AMOUNT EQUAL TO “OUR” “LIMIT” AS A RESULT OF A JUDGMENT, OR AFTER SUCH “LIMIT” OF THE COMPANY’S LIABILITY HAS BEEN TENDERED FOR SETTLEMENT.**

#### INCIDENTAL LIABILITY COVERAGES

Under Claims And Defense Cost, item a. is deleted and replaced by the following:

- a. the costs incurred by "us" and the court costs taxed to an "insured" in a suit "we" defend. However, "we" will not pay for attorney fees or attorney expenses taxed to an "insured";

#### EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

1. Under Exclusions That Apply To Coverage L And Coverage M, exclusion i. is deleted and replaced by the following:
  - i. any liability of anyone who is an "insured" under this policy for "bodily injury" or "property damage" that is:
    - 1) expected by, directed by, or intended by any "insured";
    - 2) the result of a criminal act of any "insured"; or
    - 3) the result of an intentional and malicious act by or at the direction of any "insured".

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## LIABILITY COVERAGES

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### PRINCIPAL LIABILITY COVERAGES

Coverage L -- Personal Liability is deleted and replaced by the following:

**Coverage L -- Personal Liability** -- "We" pay, up to the "limit" that applies, those sums for which an "insured" is legally liable because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies.

"We" will defend a suit seeking damages if the suit resulted from "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies. Such defense will be provided at "our" expense by counsel that "we" choose.

There is no coverage for anyone who is an "insured" under this policy for any "bodily injury" or "property damage" arising out of any of the acts described in 1), 2), or 3) above regardless of the theory of relief pursued, asserted, or claimed against the person or entity seeking coverage under this policy.

This exclusion applies even if the "bodily injury" or "property damage" that occurs is different than what was expected, directed, or intended or is suffered by

persons, entities, or property not expected, directed, or intended.

However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the use of reasonable force by an "insured" to protect people or property.

2. The following exclusion is added under Exclusions That Apply To Coverage L And Coverage M:

Coverage L and Coverage M do not apply to "bodily injury" or "property damage" that arises out of electronic aggression, including but not limited to harassment or bullying committed:

- 1) by means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a weblog; or
- 2) by other electronic means, including but not limited to email, instant messaging, or text messaging.

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